

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

.....
TERRY BOYD WILKINSON and
SHARON WILKINSON, husband
and wife,
Plaintiffs

CIVIL ACTION

vs.

JURY TRIAL DEMANDED

NORFOLK SOUTHERN RAILWAY
COMPANY and CONSOLIDATED
RAIL CORPORATION,
Defendants

JUDGE SYLVIA H. RAMBO

vs.

No. 01-CV-1146

GPS TERMINAL SERVICES,
INC.,
Third Party
Defendant
.....

Deposition of: **TERRY BOYD WILKINSON**

Taken by : Defendants

Date : June 10, 2002, 1:00 p.m.

Place : Hartman, Osborne & Rettig
126-128 Walnut Street
Harrisburg, Pennsylvania

By : Susan L. Petrilla, Notary Public
Registered Professional Reporter

Exam./Staudenmaier - T. Wilkinson

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1 Q. Was there ever a period of time after you
2 started working full-time for GPS that you were
3 furloughed or laid off for any period of time up
4 until the time of your accident? And I'm
5 excluding vacations and sick time off.

6 A. No, sir.

7 Q. When you began to work for GPS, did they require
8 that you view any instructional films or videos?

9 A. Yes, sir.

10 Q. And tell me about those.

11 A. They were basically the same tapes that were
12 shown to us previously by Pennsylvania Truck
13 Lines and PacRail, Pacific Rail.

14 Q. Now, you said tapes. Were there more than one?

15 A. Yes, sir.

16 Q. And if you began working for them sometime in
17 '96, when is it you viewed those tapes? And I
18 don't expect you to give me an exact time, but
19 was it right after you started, was it every
20 year, every month, every six months?

21 A. It was basically right after I began my
22 employment with GPS.

23 Q. And other than that time, have you since had to
24 view any other tapes or view those tapes again
25 since you first started working for them?

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1 A. Not to my recollection or knowledge.

2 Q. Other than the tapes or films, have you had to
3 undergo any other type of training from GPS
4 about anything associated with your job duties?
5 I want you to concentrate on from '96 up until
6 the time of your accident.

7 A. No, sir.

8 Q. Did anything about your work habits that you had
9 change with GPS as opposed to the way you had
10 done things with PacRail?

11 A. No, sir.

12 Q. So you still used the two-foot bar?

13 A. Yes, sir.

14 Q. And you didn't have to stay with the machine,
15 the packer?

16 A. Yes, sir.

17 Q. When you worked for GPS, were you ever given any
18 type of a safety book or any book of safety
19 instructions or rules that you had to follow
20 when you were working for GPS?

21 A. Not that I recall.

22 Q. I'm not sure if I asked this or not. I
23 apologize if I'm repeating it. Other than the
24 films and tapes you mentioned, did GPS require
25 you to undergo any other type of training or

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1 instruction when they took over the intermodal
2 operations?

3 A. Not that I can remember.

4 Q. Other than the films and tapes that you
5 mentioned, did either Conrail or Norfolk
6 Southern ever require you to attend any type of
7 classes or seminars on how to perform your work
8 or safety rules or safety instructions?

9 A. No, not that I can recall. All I know is that
10 the tapes were provided by the railroad.

11 Q. Now, what I want to concentrate on now, Mr.
12 Wilkinson, is your accident was back in June of
13 '99, so I want you to tell me sort of what a
14 typical day was for you prior to your accident.
15 In other words, did you work a certain shift,
16 where did you report for work, that type of
17 thing, and then I'll ask you some questions once
18 we get past those.

19 Did you work a particular shift back in
20 June of '99?

21 A. Yes, sir, I did, 4:00 a.m. to 2:00 p.m. shift.

22 Q. And was that -- what days of the week?

23 A. That I'm not sure. I think I worked Tuesday
24 through Saturday.

25 Q. And Sunday and Monday were your days off?

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1 A. Yes, sir.

2 Q. Where did you report for work?

3 A. Before I started work, where I went to?

4 Q. Right, in other words, when you showed up for
5 work that morning, where would you go first?

6 A. We'd go first to our trailer, our little area
7 where we had our clothing.

8 Q. And then did you change clothes?

9 A. Yes, sir.

10 Q. Once you did that, then where would you go?

11 A. Then we'd go to the railroad programmer to find
12 out where our work was, on what track, what had
13 to be done, where it had to be -- if there was
14 trains to be unloaded or stuff to be loaded.

15 Q. Now, you said that "we" went to the railroad
16 programmer. I have a vision in my mind of a
17 bunch of people going to see this. How did that
18 work physically? Did you actually go to
19 someone's office or did you go to a computer
20 screen or how did you --

21 A. No, sir, we usually went to the office where the
22 programmer was. He's the one that controlled
23 what had to be loaded or what needed to be
24 unloaded.

25 Q. Do you remember who that was back in June of

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1 '99?

2 A. No, sir, I don't.

3 Q. Did you ever know his name?

4 A. I probably know his name, but I don't know who
5 was working at that time.

6 Q. And this railroad programmer, as you called him,
7 he would tell you what in terms of?

8 A. Our assignments, what train came in that had to
9 be unloaded or what trailers had to be loaded
10 for the outbound train.

11 Q. And are you the one that would go and get those
12 instructions or would somebody else go and then
13 communicate those back to you?

14 A. At times, I did. Other times, other people
15 would.

16 Q. And how is it determined who would get those
17 instructions?

18 A. Usually the working foreman would do that.

19 Q. Now, tell me what you mean by a working foreman?

20 A. He's just an employee that is called -- in
21 charge of getting the work assignments and
22 distributing the men to where the work had to be
23 done.

24 Q. And how was it determined like who would --
25 Well, strike that. Was it always the same

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1 did when you got to work and where you went from
2 there.

3 A. As I said before, we went into our trailer,
4 changed our clothes. I'm not -- I can't
5 remember if I had gone up, if I was the working
6 foreman, to find out where the train was at or
7 where it was placed on the tracks to do the
8 work.

9 After we did get the assignment from the
10 programmer and find out where the trains were
11 and where we were supposed to go to unload the
12 train, we went out and started opening up the
13 hitches. And then at which point I started at
14 one end of the track and started unlocking it,
15 and I got into that one bad hitch and that's
16 when I hurt myself.

17 Q. All right, now, let me back you up. You said
18 you came in and you said you may have been the
19 person that went --

20 A. Yes, I don't remember.

21 Q. And, basically, the programmer tells you where
22 the train is located?

23 A. Yes, they tell us where to go, what has to be
24 done.

25 Q. And just so -- You say tell you where to go.

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1 A. Yes.

2 Q. Do they tell you where the train is located
3 you're supposed to work on?

4 A. Yes, they tell us what they need unloaded or
5 what has to be loaded.

6 Q. And when you say that, in terms of do they tell
7 you which trailers have to be removed from the
8 train and which have to be put back on? Is
9 that --

10 A. Yes, sir.

11 Q. -- a fair way to say it? And then you said you
12 got those instructions and then you went?

13 A. And began unlocking the train.

14 Q. Where was the train located that you were
15 working on?

16 A. I think it was on Track 14.

17 Q. Now, when you say Track 14, which track are you
18 talking about, just to make sure that your
19 designations and the railroad's designations
20 match up?

21 A. As compared to the railroad office, it would be
22 the track to your right side by the rail mill.

23 MR. MYERS: By the what?

24 A. By the rail mill.

25 BY MR. STAUDENMAIER:

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1 Q. And did you start on one end of that train or
2 the other?

3 A. Yes, sir.

4 Q. Did you start on the end closer to the railroad
5 office or closer to the PacRail office?

6 A. That day, I started closer to the railroad
7 office.

8 Q. And you were going along and you were doing
9 what?

10 A. Opening up the hitches, using my bar to open up
11 the hitches, and cranking the dolly legs.

12 Q. Now, when you use the term "open up the
13 hitches," what do you mean? In other words,
14 what's the purpose of what you're doing? What
15 does it do that aides in --

16 A. Opening up a hitch consists of unlocking a pin
17 that leaves the jaws open to slide that trailer
18 out from the machine.

19 Q. And when you're doing this, tell me how you --
20 Well, first of all, how do you get from where
21 the programmer tells you the location of the
22 train to where you actually start doing your
23 work? Do you walk, do you ride?

24 A. We usually drive our jockeys to the programmer's
25 or the railroad's office or programmer's. Well,

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1 it's the railroad's office, but the programmer
2 is in there.

3 Q. Is that your recollection of what you did that
4 morning?

5 A. Yes.

6 Q. And did you ride one of the jockey -- or drive
7 one of the jockey tractors from the railroad
8 office to where the train was?

9 A. The track, yes.

10 Q. Were you alone or with someone?

11 A. We all worked alone, because one person would
12 start at one end of the track, one person at the
13 other end of the track and one person in the
14 middle.

15 Q. And did you actually start at the end of the
16 train or did you start somewhere into the train?

17 A. At the end of the train.

18 Q. And you said you began unlocking the hitches?

19 A. Yes, sir.

20 Q. To do that, tell me physically how you get from
21 your jockey tractor to where the hitch is
22 located to unlock it?

23 A. You walk.

24 Q. Tell me what happened. I mean, you're in the
25 jockey truck?

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1 A. I'm in the jockey truck. I park the jockey and
2 walk to the rail car, crawl up on the rail car,
3 insert the bar, snap it open, crank the dolly
4 legs, then proceed to the next car to do the
5 same operation.

6 Q. And did your accident happen on the first one
7 you did?

8 A. No, sir.

9 Q. Can you give me approximately how many you had
10 done until you reached that particular car?

11 A. No, sir, I don't remember.

12 Q. Do you remember the designation of the car you
13 were working on where your accident happened?

14 A. I don't understand.

15 Q. The make, name, anything of that nature?

16 A. No, sir, I don't.

17 Q. Tell me what happened when you got up onto the
18 rail car where your accident happened.

19 A. How?

20 Q. Tell me what happened.

21 A. As I was putting -- It was dark, you couldn't
22 see, so I put what I assumed into the female
23 slot for your bar, and I gave a quick snap and
24 the bar slipped out. And I went to catch myself
25 and that's when I tore my shoulder rotator cuff.

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1 Q. Okay, now, let me back up a minute. When you
2 got to this rail car where you were going to
3 unlock this hitch, do you step from rail car to
4 rail car or do you have to climb down each one
5 and back up again?

6 A. You have to climb up and down each individual
7 car.

8 Q. And did you climb up onto this one?

9 A. Yes, sir, I did.

10 Q. Now, the rail car you were working on, was there
11 one or more trailers on it?

12 A. I really don't remember.

13 Q. Do you remember whether you were on the end of
14 the car closer to the railroad office or closer
15 to the GPS office?

16 A. I think towards the GPS office.

17 Q. Now, you said you climbed up. How do you go
18 about inserting the bar into this mechanism?

19 A. You usually use one hand to balance it and the
20 other one to kind of hit the hole to insert your
21 bar. And then once it was in, then you would
22 get to the fullest point of the bar where you
23 get the most leverage that you could use your
24 body weight and your force to snap this pin out
25 or open up the jaws.

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1 Q. Do you move the bar like back and forth
2 horizontally or do you move it up and down
3 vertically?

4 A. You usually pull it towards you, because you
5 have more force. Basically, that's up to --
6 Individuals would do it differently.

7 Q. But I'm asking when you do it.

8 A. When I do it, I pull it towards me.

9 Q. And is that what you did that day?

10 A. Yes, sir.

11 Q. Now, how do you know where to insert it? By
12 "it" I mean the bar.

13 A. It's basically in that situation, you're
14 guessing. But doing it so many times, you just
15 basically have the general knowledge right where
16 that opening is.

17 Q. Did you actually see the opening that you
18 inserted the bar into --

19 A. No, sir.

20 Q. -- before you put it in?

21 A. No. I mean, there's a point until you can see,
22 but it's dark. I mean, it's like guesswork.

23 Q. So when you inserted the bar, did you actually
24 see the end of the bar go into the unlocking
25 female end that you mentioned?

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1 A. You can tell.

2 Q. Well, no, my question was, did you actually see
3 the end of the bar go into the female end?

4 A. No, sir.

5 Q. And you put the bar in and then you pulled it
6 towards you?

7 A. Yes, sir.

8 Q. And when you pulled it towards you, what
9 happened?

10 A. At that point when I was back at my full
11 momentum, the bar came out.

12 Q. And when you say it came out, how did it come
13 out?

14 A. It just popped right out. And being that I was
15 on both legs, the force was going to take me off
16 the car.

17 Q. And what did you do?

18 A. I reached out and grabbed the trailer above me
19 to keep me from going off the car.

20 Q. I'm sorry, you grabbed the trailer above you?

21 A. Yes, sir.

22 Q. I don't understand what you mean by that.

23 A. The trailer above me. There's a trailer above
24 the hitch. In other words, the trailer is
25 sitting on that hitch.

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1 MR. MYERS: Showing you the picture, which
2 is what?

3 BY MR. STAUDENMAIER:

4 Q. Well, let's do it this way. Let's back up a
5 minute. Was there more -- Well, I've asked you
6 if there was more than one trailer on the car
7 and you said you don't remember. Correct?

8 A. Yes, sir.

9 Q. And this wasn't a double-stacked container, was
10 it?

11 A. No, sir.

12 Q. And when you say you grabbed the trailer above
13 you, did you grab onto the trailer that was on
14 the rail car?

15 A. Yes, sir. Yes, sir.

16 Q. And I'm not sure I understand what you mean by
17 above you.

18 A. Well, you're between the trailer and the floor
19 of the rail car.

20 Q. And are you standing up?

21 A. No, it's not enough room.

22 Q. Are you kneeling?

23 A. You're kneeling on both knees. I was on both
24 knees.

25 Q. So you're kneeling down and your knees are on

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1 the floor of the rail car?

2 A. Yes, sir.

3 Q. And when you're kneeling down like that, can you
4 see underneath the trailer or is the body of the
5 trailer still below your level of sight?

6 A. No, sir, the trailer is above me.

7 Q. How far above you?

8 A. Three and a half to four feet, in that area.

9 Q. And so you were on your knees, you inserted the
10 bar, you pulled it towards you, and you said it
11 came out. And then you said you grabbed the
12 trailer above you. How did you grab for it?

13 A. I extended my arm out like this to keep me from
14 falling backwards.

15 Q. You're motioning with your right arm?

16 A. Yes, sir.

17 Q. When you kneeled down, was the trailer to your
18 right or to the left of you?

19 A. It's above you.

20 Q. But is it to your right or to your left or are
21 you actually physically underneath the trailer?

22 A. You are underneath the trailer physically.

23 Q. So you climb up on the rail car and you kneel
24 down and you actually position yourself
25 underneath the trailer?

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1 A. Yes, sir.

2 Q. Are you able to be on your knees and have your
3 torso straight up --

4 A. No, sir.

5 Q. -- or do you have to hunch over?

6 A. No, sir, you have to hump over.

7 Q. How tall are you, Mr. Wilkinson?

8 A. Six foot.

9 Q. What did you grab onto?

10 A. I either caught what they call a fifth wheel
11 plate on the trailer or what they call a floor
12 support. They're like just support for the
13 flooring of the trailer. I don't remember what
14 I grabbed, but.

15 Q. And you grabbed it with your?

16 A. Right hand.

17 Q. How did you extend your arm? Was it directly
18 out to your side, above you, below you? How did
19 you do it?

20 A. It was extended out on an angle above me.

21 Q. What about your left hand, your left arm?

22 A. I think that was going back like this.

23 Q. When you say "back like this," you placed your
24 left hand behind you?

25 A. Yes, sir.

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1 Q. At like a 45-degree angle?

2 A. Yes, sir.

3 Q. And what was the purpose of doing that?

4 A. That was to make sure -- I was going to support
5 my fall. But I wasn't -- It was to support the
6 fall. Also, it gave me an indication if there
7 was more flooring back there or if I was going
8 on the ground.

9 Q. If you're on your knees and you're underneath
10 the trailer, how is it you thought you were
11 going to fall on the ground?

12 A. Because if I didn't catch myself, the momentum
13 would have took me off that car.

14 Q. You said you were underneath the trailer. Were
15 you entirely underneath the trailer or was there
16 a part of your body that was beyond the edge of
17 the trailer?

18 A. Each -- I don't remember my exact positioning as
19 far as the end of the trailer, because each
20 individual hitch has a certain and different
21 distance from the end of the car and its
22 position into the car. In other words, some can
23 be in from the end further than others. And
24 there's a reason behind that, that they can load
25 refrigerator units or containers on. So each

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1 individual car has a different spacing from the
2 upright of that hitch to the end of the car.

3 Q. I understand what you're telling me and I'm just
4 trying to get a handle on where you were with
5 relation.... Let's do it this way. The way
6 that the trailer was situated on the rail car,
7 we're going to call the hitch, where the hitch
8 is located, I'm going to call that towards the
9 front end of the trailer. Does that seem like a
10 fair statement to you?

11 A. Usually.

12 Q. And the wheels would be towards the back. Does
13 that sound --

14 A. Right.

15 Q. Now, when you placed yourself under the trailer
16 to open the hitch, as you've described it, were
17 you between the hitch and the wheels or were you
18 between the hitch and the front of the trailer?

19 A. The hitch and the front of the trailer.

20 Q. Is it your recollection that the front of the
21 trailer where the hitch was was closer to the
22 railroad office or closer to GPS's office?

23 A. I'd say closer to GPS's office.

24 Q. And which way was the front of the -- Does that
25 mean the front of the trailer was facing GPS's

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1 office?

2 A. Yes.

3 Q. You said the bar that you were using was two
4 feet long?

5 A. Roughly in that area, two feet.

6 Q. And just because in the complaint, it refers to
7 it I think as closer to three feet, like 33
8 inches, which I'm just asking....

9 A. Yes, it could have been.

10 (Discussion held off the record.)

11 BY MR. STAUDENMAIER:

12 Q. And when you kneeled down and you went to place
13 the bar, were you facing GPS's office or the
14 railroad office?

15 A. The railroad office.

16 Q. Okay, you described for us, then you said you
17 grabbed with your right arm and put your left
18 hand behind you. After the bar came out, what
19 happened to your body? Did you end up, were you
20 still on your knees, did you fall backwards,
21 sideways, forwards, did you stay still, what
22 happened?

23 A. I was on my knees. At that point when I caught
24 the trailer to prevent me from going off the
25 car, I had this pop in my shoulder. I got

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1 Q. And am I correct that GPS paid your wages?

2 A. Yes.

3 Q. And this may seem like a silly question, but
4 when you got your paycheck, did it have GPS or
5 some GPS entity on the paycheck?

6 A. Yes, sir, it did.

7 Q. And at the time your accident happened, am I
8 also correct that there were not any Conrail or
9 Norfolk Southern people -- because you're right
10 near split date -- there was no one there when
11 you were working telling you what to do, what
12 equipment to use, that type of thing. Correct?

13 A. We were told what -- by Conrail what track to
14 unload.

15 Q. But I guess I just want to make sure, because I
16 think you told me earlier that there was no one
17 there when your accident happened?

18 A. Right, correct.

19 Q. And I just want to clarify that when your
20 accident occurred, there were no railroad
21 employees present saying, okay, Mr. Wilkinson,
22 you know, do it this way. Correct?

23 A. Correct.

24 Q. They weren't telling you what equipment to use.
25 Correct?

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1 store becomes busier.

2 Q. In some of the materials that I got from
3 Concentra, Mr. Wilkinson, there was a job
4 analysis in here for a position called hitch
5 inspector. Did you ever hold a position for GPS
6 as a hitch inspector?

7 A. No, that -- No.

8 Q. Does that --

9 A. It's not a position.

10 Q. What is it that you're claiming, Mr. Wilkinson,
11 that the railroad should have done or did that
12 it shouldn't have done that may have caused your
13 accident?

14 A. This equipment was the railroad's equipment.
15 And at one time when I first started prior to --
16 I won't say prior, but when I first started in
17 1987, they had car inspectors that would
18 actually walk these cars, grease them and oil
19 them, and maintain the hitch. That the railroad
20 no longer provided. They do not, it ceased.

21 Q. When did that stop?

22 A. I really couldn't remember to tell you that.
23 But the maintenance on the hitches now after
24 that is next to none.

25 Q. And it is your contention it's the

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1 responsibility of the railroad to maintain the
2 hitches?

3 A. Definitely, sir.

4 Q. And why do you say that?

5 A. Because it's their car and they have car
6 inspectors. And if that hitch is dysfunctional,
7 that car should be shot.

8 Q. I'm sorry, you said you can't be sure about when
9 this stopped with the car inspectors and
10 maintaining hitches, but would I be correct it
11 was several years prior to your accident?

12 A. Yes.

13 Q. It just didn't start like a month or two before
14 your accident?

15 A. Correct.

16 Q. It was several years?

17 A. It could have been in '89, I'm not sure. I have
18 no recollection of when it ceased.

19 Q. But it was several years prior to your accident?

20 A. That it stopped, yes.

21 Q. Anything else that you contend the railroad
22 either should have done or did and shouldn't
23 have done that caused your accident other than
24 what you've told me about the hitches and the
25 inspection and the car inspectors?

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1 A. Other than the maintenance, maintaining that
2 car. That is the railroad's responsibility.

3 MR. STAUDENMAIER: I think those are all
4 the questions I have at the moment. Mr. Rettig
5 may have some questions.

6 EXAMINATION

7 BY MR. RETTIG:

8 Q. I have a few, so bear with me. I'll try not to
9 repeat anything. My name is Jeff Rettig. I
10 represent GPS.

11 Are you a member of the union now?

12 A. No, sir.

13 Q. Have you ever been a member of the union?

14 A. Yes, sir, I have.

15 Q. What union were you a member of?

16 A. Teamsters.

17 Q. And when were you last a member of that union?

18 A. When Pacific Rail ceased to exist at Harrisburg.
19 That was my last, in '96, '94. I'm not sure. I
20 think it was in '96.

21 Q. And that was right before you went to work for
22 GPS?

23 A. Yes, Pacific Rail had ceased at that point and
24 that was the end of my union. GPS took over and
25 then they went from Pacific Rail to GPS.

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1 Q. With GPS, you were not a member of the union?

2 A. No, sir.

3 Q. Why was that?

4 A. They were a nonunion organization.

5 Q. Before this accident occurred on June 15 of
6 1999, for how many years had you been involved
7 in opening hitches on rail cars?

8 A. From '87 to '99, 14 years.

9 Q. Well, whatever that --

10 A. Whatever that, yes.

11 Q. As I understand it, you used a pry rod to open
12 hitches. Is that what you did back in the
13 beginning as well, is used a pry rod?

14 A. In PTL days?

15 Q. Yes.

16 A. Yes, sir, but they were different.

17 Q. It was a longer bar, I guess you called it?

18 A. Correct.

19 Q. As far as the condition of the hitches, did that
20 change during this period of time that you were
21 opening hitches?

22 A. I don't understand "condition." Do you mean the
23 condition of the hitches, the condition of --
24 the working conditions?

25 Q. The hitch that you told us about that you were

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1 working on when you injured yourself had flared
2 edges -- it should have been squared or
3 rectangular, but it was square -- have you ever
4 encountered hitches like that in the years that
5 you'd been opening hitches before this accident?

6 A. Yes, but not as frequent when they had car
7 inspectors looking at the cars.

8 Q. So when the hitches were maintained, you'd
9 encounter flared hitches, but not as frequently?

10 A. Not as frequently, yes.

11 Q. When you encountered flared hitches before this
12 accident, how did you deal with it?

13 A. It was different, because at that point when you
14 used the five-foot bar, you didn't have -- the
15 machine took the pressure off them hitches, so
16 there was no need for force or momentum to open
17 those hitches.

18 Q. And when did that stop when the packer stopped
19 going along with you to open the hitches or help
20 you open the hitches?

21 A. That began in Pacific Rail's time and just
22 continued from Pacific Railroad through GPS.

23 Q. During the time period you worked for GPS, they
24 didn't send the packer along with the groundman.
25 Correct?

Exam./Rettig - T. Wilkinson

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1 Q. Do you do that with instructions or do you just
2 know to park them?

3 A. We just know to park them.

4 Q. I thought some of the trailers had to go to
5 other areas where they would be loaded?

6 A. Oh, okay. That's in the Harrisburg yard, yes.
7 They were to be parked in designated areas.

8 Q. How do you know what area was designated for a
9 given trailer?

10 A. I can't remember.

11 Q. Didn't the programmer give you a piece of paper
12 that showed you where the trailers were to be
13 parked so they could be reloaded if they were
14 going to continue on another train?

15 A. I think at one point they were -- they used the
16 last digit of the trailer number to park it in
17 certain areas. I'm not familiar how that was
18 done. I really can't remember.

19 Q. Were you in a hurry the morning of the accident?

20 A. Not any more than what I usually am to get the
21 job done.

22 Q. Do you know what time of the morning the
23 accident happened?

24 A. It had to be after 4:00.

25 Q. Because you start at 4:00. Correct?

Exam./Rettig - T. Wilkinson

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1 A. I'm not sure. I have no idea.

2 Q. Just so I can understand who you were supervised
3 with or by the morning of this accident, who was
4 your immediate boss the morning of June 15,
5 1999?

6 A. My immediate boss?

7 Q. Which I think is going to be the job foreman.
8 If it wasn't you, it would have been the job
9 foreman. Let me ask it that way.

10 A. I would say it would probably be the railroad,
11 because they're the ones that gave us the
12 instructions if the supervisor wasn't there.

13 Q. If you weren't the job foreman the morning of
14 this accident, would your immediate supervisor
15 have been the job foreman for GPS?

16 A. No, he wasn't there.

17 Q. Well, there's nobody there at the time, but I'm
18 just saying, during that shift, wouldn't you be
19 under the job foreman if you were not the job
20 foreman?

21 A. Correct.

22 Q. If you were the job foreman and you had some
23 supervisory role over the other --

24 A. If I was.

25 Q. Okay, but you don't remember if you were or not?

Exam./Myers - T. Wilkinson

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1 Q. And whose tracks were they?

2 A. The railroad's.

3 Q. Whose yard was this?

4 A. The railroad's.

5 Q. What railroad yard was this?

6 A. It was Conrail's at the time.

7 Q. Now, let me ask you this. You said that the
8 instructional videos or safety videos you had
9 observed were railroad videos?

10 A. Yes.

11 Q. Do you know which railroad? Was it Conrail, was
12 it an older railroad? Do you know which
13 railroad it was?

14 A. When it was PTL, it was Conrail.

15 Q. Now, you had been working at this yard in the
16 Harrisburg yard for approximately how many
17 years?

18 A. Fifteen.

19 Q. Now, counsel for GPS had asked you earlier that
20 something to the effect -- I can't quote his
21 eloquence -- but that when there were car
22 inspectors that were lubricating and looking at
23 these hitches, you didn't have as many problems
24 with the hitches back in those days?

25 A. That's correct.

Exam./Myers - T. Wilkinson

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1 Q. Does the railroad control the movement of these
2 rail cars?

3 A. Yes.

4 Q. Do they use their locomotives or engines to move
5 these cars with the trucks on them?

6 A. Yes.

7 Q. Did the railroad crews move these equipment
8 around or cars around?

9 A. Yes, sir.

10 Q. Now, when you report to work you said it's 4
11 o'clock in the morning?

12 A. Yes, sir.

13 Q. I'm talking about back in June of 1999?

14 A. Yes, sir.

15 Q. The date of your accident, I think counsel said
16 was June 15th?

17 A. Yes, I believe.

18 Q. Now, did you report to work every day at 4
19 o'clock in the morning?

20 A. In my work week, yes, sir.

21 Q. Had you been doing that for a while before you
22 got hurt?

23 A. Starting at 4 o'clock in the morning?

24 Q. Yes.

25 A. Yes, sir.

Exam./Myers - T. Wilkinson

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1 the supervisor personnel from GPS got on the
2 property between 7 or 8 o'clock in the morning,
3 did they have anything to do with your working
4 at that point in terms of what to tell you or
5 where to go?

6 A. Only if something changed, the programmer
7 changed something in our -- what we were doing
8 after the supervisor was there, he'd relay it to
9 our supervisor, which in turn he would tell us.

10 Q. You called it a programmer? Is that what you
11 called it?

12 A. Yes.

13 Q. The railroad employee, this programmer, when he
14 would give you instructions at 4 o'clock in the
15 morning, would you generally follow those
16 instructions for the entire day?

17 A. Yes.

18 Q. Who set the schedule for the movement of the
19 trains, the movement of the -- you know, when
20 you go in and do the hitches and remove these
21 cars? Not the cars, but the trucks. The
22 programmer?

23 A. Yes, the train was pushed in. He would tell you
24 where and when and what had to be done. Either
25 it had to be unloaded and reloaded or he would

Exam./Myers - T. Wilkinson

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1 say that this train is on a specific track, we
2 need that unloaded, and then while you're
3 unloading that, we need another track to be
4 loaded.

5 Q. Now, when did you take breaks or did you have
6 something called a lunch or a dinner when you
7 worked during these shifts?

8 A. No, sir. Sometimes we worked without -- I mean,
9 there's times we just worked until we got the
10 job done.

11 Q. Why is that?

12 A. You had to do that to get the job done or get
13 the train out on time.

14 Q. Whose schedule were you following then, the
15 railroad schedule or the GPS schedule?

16 A. The railroad schedule.

17 Q. Did you have to obey or follow railroad safety
18 rules?

19 A. Yes, sir.

20 Q. If you didn't, could the railroad discipline you
21 or have you terminated or have some job action
22 against you?

23 A. Yes.

24 Q. Other than the -- And I can't remember what
25 counsel called the bar, pry bar or this two-foot

Exam./Myers - T. Wilkinson

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1 Q. During that two and a half to three years, did
2 you always receive your job assignments from the
3 programmer that worked for the railroad?

4 A. Yes.

5 Q. Did you have any option not to follow that
6 railroad employee's instructions when you
7 started performing your job?

8 MR. STAUDENMAIER: I'll object to the form
9 of the question. His testimony will stand that
10 the instructions given were which trains had to
11 be loaded and unloaded. If you're asking him
12 within those parameters, fine. Otherwise, it's
13 not been his testimony.

14 MR. MYERS: Could you reread my question,
15 please?

16 (Previous question read by the court
17 reporter.)

18 BY MR. MYERS:

19 Q. You can answer that question.

20 A. No, I had no other choice, but to perform. At 4
21 o'clock in the morning, there was no other
22 person to..... Or even if there was a supervisor
23 there, you basically had to do -- because they
24 controlled what had to be done.

25 Q. During your workday from 4:00 in the morning to

Exam./Myers - T. Wilkinson

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1 2:00 in the afternoon, did you perform any other
2 work activities other than what you've described
3 to us with the hitches?

4 MR. STAUDENMAIER: You're asking about the
5 day of the accident?

6 BY MR. MYERS:

7 Q. Yes, in the two or three years before that. In
8 your daily work activity, you put these bars in,
9 you manipulate the hitches, and the trailers are
10 removed, the trailers are removed from these
11 rail cars. Right?

12 A. Right.

13 Q. Do you perform any other duties on that
14 particular day other than do that?

15 A. No.

16 Q. So you were performing the same duties day after
17 day on that shift?

18 A. Yes.

19 Q. And they're all working on or around the
20 railroad equipment on the railroad yard?

21 A. Yes.

22 Q. Did this programmer specify the precise location
23 where you were to work that day?

24 A. Yes. Because when we get there to work, we have
25 no idea where they place their trains. They

Exam./Myers - T. Wilkinson

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1 have I think a total of six tracks over there,
2 and it could have been in any number of the
3 tracks. So we have to get instructions on what
4 track to go to.

5 Q. While you were working that shift, did you work
6 the same job assignment on those premises for
7 the, what, two to three years you said?

8 A. Yes.

9 Q. Did you work with the same railroad programmer
10 every day for those two or three years or did
11 those individuals change?

12 A. They changed, because their shifts changed. It
13 was a different programmer sometimes. When
14 they'd go on vacation, it would be a different
15 programmer.

16 Q. Did they have somebody there 24 hours a day?

17 A. They have programmers there 24 hours a day.

18 Q. Did your company work this particular job 24
19 hours a day?

20 A. No.

21 Q. What hours did they work it?

22 A. My supervisors?

23 Q. No, the employees such as you. How many hours
24 in a day would employees from your company
25 actually go on these rail cars and remove these

Exam./Myers - T. Wilkinson

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1 Q. And who required you to wear the reflective
2 gear?

3 A. The railroad, I would assume. It's part of
4 their requirement.

5 Q. Why?

6 A. Safety.

7 MR. MYERS: Thank you. I have no other
8 questions.

9 EXAMINATION

10 BY MR. STAUDENMAIER:

11 Q. Unfortunately, Mr. Wilkinson, I have some.
12 Let's start with the last shall be first.

13 The reflective gear that you wear, I'm
14 correct, am I not, Mr. Wilkinson, that GPS
15 required you to wear that so you could be seen
16 by the jockey drivers driving around to avoid
17 accidents? Correct?

18 A. I think it's -- me personally, I think it's the
19 railroad's yard requirement, because the gate
20 people also were required to wear reflective
21 gear.

22 Q. Well, let me ask this, Mr. Wilkinson. You're
23 aware that some GPS employees were hit by
24 drivers going in and out in years past?

25 A. You mean truck drivers?

Exam./Staudenmaier - T. Wilkinson

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1 Q. Yes.

2 A. Hit their truck?

3 Q. No, no that truck drivers would hit GPS
4 employees that were in the yard, and it was
5 after those occurrences that GPS required you to
6 wear reflective gear so you could be seen?

7 A. Are you talking about the man who was killed in
8 our yard?

9 Q. Yes.

10 A. He wasn't a GPS employee. He wasn't even an
11 employee of Pacific Rail or Pennsylvania Truck
12 Lines, he was a truck driver.

13 Q. Isn't it true that after that you were required
14 to wear the reflective clothing that you
15 described earlier by GPS?

16 A. That didn't happen when it was GPS.

17 Q. When did it happen, when it was PacRail?

18 A. Yes, sir.

19 Q. You were required by PacRail to wear it.
20 Correct?

21 A. I would think it was the railroad.

22 Q. Well, Mr. Wilkinson, I'm not asking you what you
23 think. What I'm asking you is, were you ever
24 specifically instructed by a railroad individual
25 to wear the reflective clothing?

Exam./Staudenmaier - T. Wilkinson

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1 Q. In other words, were they written down, did
2 somebody tell you this?

3 A. It's posted.

4 Q. What's posted, the speed limit?

5 A. Speed limit.

6 Q. Was that the safety rule you were referring to
7 when he asked you that question?

8 A. Yes, and the reflective gear.

9 Q. But that was based on your assumption that the
10 railroad made you wear the reflective gear.
11 Correct?

12 A. I think that that's part of their safety
13 program.

14 Q. But you never saw any specific rule from the
15 railroad requiring you to wear the reflective
16 gear. Correct?

17 A. No.

18 Q. Any other safety rules that you're referring to?

19 A. Blue flags.

20 Q. I'm sorry?

21 A. Blue flags, flagging the end of the tracks.

22 Q. And what's a blue flag?

23 A. A blue flag is to prevent engines coming in onto
24 the track while you're working on the track.

25 Q. And do you place those blue flags on there?

Exam./Staudenmaier - T. Wilkinson

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1 A. I have placed them on there.

2 Q. And did anything regarding a blue flag have
3 anything to do with your accident?

4 A. No, sir.

5 Q. In response to one of Mr. Myers' questions, he
6 asked you about whether the railroad if you
7 didn't follow their rules could discipline you
8 or fire you. I understand your answer to that
9 question that you believe the railroad could
10 fire you?

11 A. Yes, they'd bar you from the yard.

12 Q. Okay, but could they actually terminate your
13 employment?

14 A. That did terminate your employment.

15 Q. Well, my question, Mr. --

16 MR. MYERS: Objection, it's already asked
17 and answered.

18 MR. STAUDENMAIER: No, Mr. --

19 MR. MYERS: Don't tell me your question.
20 He already answered your question.

21 BY MR. STAUDENMAIER:

22 Q. Could the railroad actually -- could they
23 actually fire you from your job?

24 A. They can bar you from the yard.

25 Q. But they could not fire you from your

Exam./Staudenmaier - T. Wilkinson

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1 employment. Correct?

2 A. They couldn't fire you, but you could not -- no
3 longer be employed if you were barred from the
4 yard.

5 Q. And when you've referred to barred from the
6 yard, that's the Harrisburg yard?

7 A. That means any NS Railroad or Conrail yard.

8 Q. And the entity that actually could fire you was
9 GPS. Correct?

10 A. Fire, yes; bar, the railroad. But it ended your
11 employment no matter what.

12 Q. And in terms of disciplining you, the railroad
13 could not discipline you as an employee, could
14 they?

15 A. Yes, by barring you from the yard again.

16 Q. Any other way? Could they suspend you from
17 service for a couple days?

18 A. Yes.

19 Q. In other words, they actually would come to you
20 and say, Mr. Wilkinson, you're no longer here
21 for a couple days?

22 A. Yes.

23 Q. Who would do that?

24 A. I think Ed Holt did it one time.

25 Q. And who did he do that to?

Exh A

TERMINAL SERVICES AND MAINTENANCE AGREEMENT

HARRISBURG INTERMODAL TERMINAL

THIS AGREEMENT, made as of the 6 th day of March 1996, between GPS ("Contractor") having its principal offices at PO Box 1829 Bethlehem PA, 18016 and Consolidated Rail Corporation ("Conrail") having its principal offices at 2001 Market Street, Philadelphia, Pennsylvania, 19103.

WHEREAS, Conrail is engaged in the provision of rail freight services transporting, inter alia, highway trailers, mounted containers (hereinafter collectively referred to as "trailers", except where otherwise differentiated) upon railroad flatcars;

WHEREAS, Conrail operates the Harrisburg Intermodal Terminal (the "Terminal") located in Harrisburgh Pa. for the purpose of loading, unloading and handling trailers in connection with the transportation of such trailers upon railroad flatcars;

WHEREAS, Conrail desires to engage a party with expert knowledge, special equipment and experience in such matters to perform such operations and other terminal services related to such operations, and to maintain and repair Trailers and certain equipment at the terminal; and

WHEREAS, Contractor has requisite expertise, special equipment and experience and is willing in its general business to perform all such services at the terminal.

NOW THEREFORE, the parties hereto, intending to be legally bound, mutually agree as follows:

ARTICLE 1 - DEFINITION

Certain terms used in this agreement shall be defined as set forth below:

"AAR Rules" - AAR's Interchange Rules for Trailer/Container-on-Flat car (TOFC.COFC) Service and/or AAR's Trailer and Container Service and Reporting Rules, as the same may be amended from time to time.

"Trailer/Container", In this Agreement, use of the word "Trailer" shall include "Container" and use of the word "Container" shall include "Trailer", except where other use is specifically indicated. All singular uses of these terms shall include the plural and all plural uses of said terms shall include the singular.

"Governmental Requirements" - Any and all applicable Federal, state and local laws, rules, regulations, ordinances, codes, judgments, orders and decrees.

ARTICLE 2 - TERMINAL SERVICES

Section 2.1 Subject to the terms and conditions of this Agreement, Conrail engages Contractor to perform and Contractor agrees to perform Lift and other Lift-related services as needed to service Conrail's intermodal operations at the Terminal, as more fully described in Appendix 1 (the "Lift Services"). Yard positioning transfers and flips from chassis to chassis, chassis to ground or ground to chassis or stacking/destacking containers do not constitute lifts for Contractor compensation purposes. Contractor shall perform such Lift Services under the direction of the Terminal Manager and pursuant to Trailer loading program lists for outbound trains provided to it by the Terminal Manager (the "Trailer Programs"). Conrail, at its discretion, may establish priorities in unloading Trailers at the Terminal.

Section 2.2 Conrail shall pay Contractor for the performance of Lift Services at the flat rate per type of Lift set forth in Appendix 2. If train is late arriving at Terminal and Contractor, incurs overtime for one or more employees in order to load or unload train, no additional charge shall be against Conrail.

Section 2.3 The Terminal Manager and Contractor shall each monitor the condition of the Terminal and the state of operations for the purpose of determining the need at any time for the performance of any Miscellaneous Terminal Services, as described in Appendix 3. Contractor agrees to perform such Miscellaneous Terminal Services as and when the Terminal Manager directs, provided, however, that Contractor's obligation to perform such services is subject to the availability of its personnel and equipment. Conrail shall have the right to contract with any third party to perform Miscellaneous Terminal Services. The Terminal Manager shall have ultimate responsibility for determining whether Miscellaneous Terminal Services are required and to authorize and direct Contractor to perform such required services.

Section 2.4 Conrail agrees to pay Contractor for the performance of Miscellaneous Terminal Services at the rates set forth in Appendix 4.

Section 2.5 Contractor shall provide all qualified operating and supervisory personnel, equipment (other than the Conrail Equipment), materials and supplies reasonably and foreseeably necessary for the efficient performance of the Terminal services described in this Article 2 and the maintenance services described in Article 3 in order to adequately support Conrail's scheduled operation" and those unscheduled operations of which Contractor has received proper notice.

Section 2.6 Contractor agrees to keep all appropriate records and prepare and deliver to Conrail and/or the Terminal Manager all appropriate reports regarding the Terminal services listed in this Article 2, as described in this Agreement or specifically identified in Appendix 5.

Section 2.7 Contractor shall be responsible for making certain that all trailers loaded onto railcars are properly hitched as described in the AAR Trailer and Container Securement Manual, and shall be responsible for any damage resulting to that or any other trailer, including lading, or to Conrail equipment or property, caused by Contractor's failure to properly hitch the Trailer/Container to a flatcar.

ARTICLE 3 - TERMINAL AND SHOP EQUIPMENT AND TRAILER MAINTENANCE

Section 3.1 Conrail and/or Contractor shall provide, (when applicable) as of the effective date of this Agreement, the Terminal and Shop Equipment (Equipment) set forth in Appendix 6. Contractor shall use Equipment solely for the purpose of providing service to Conrail under this Agreement. Conrail may, at its sole option, add, remove or replace such Equipment to adjust for changes in business levels, provided that if there is a significant increase in the number of lifts that Contractor is required to perform at a terminal under this Agreement and such lift equipment than assigned to said Terminal is inadequate to meet the increased service requirements, Conrail agrees to assign sufficient additional lift equipment to that Terminal in order to satisfy the increased lift requirements. Contractor shall not change the principal Terminal location of any Conrail Equipment identified on Appendix 6 without the express written consent of Conrail.

Section 3.2 Conrail engages Contractor to perform and Contractor agrees to perform, at its expense, all maintenance on Equipment in use at the Terminal, as more fully described in Appendix 7.

Section 3.3 The parties acknowledge and agree that the flat rate per lift set forth in Appendix 2 includes Contractor's compensation for maintenance and repair performed on all Equipment, as described in Appendix 7. All repair parts added to the equipment shall become part of the equipment. Conrail shall have the right to inspect this Equipment at any time.

Section 3.4 In addition to the Equipment, identified on Appendix 6, Contractor shall furnish sufficient Yard tractors to be used in performing its operations at the Terminal. This equipment shall be maintained and repaired by Contractor, at its sole cost and expense. It is agreed that Contractor's cost of providing and maintaining such equipment shall be included in the Lift Rate. Contractor agrees

Assist Conrail in removing and relocating Conrail Yard tractors from the Terminal, including the loading, unloading and towing of such tractors.

Section 3.5 Contractor shall be responsible for promptly repairing all equipment, at its own expense (including parts and materials), all damage to or breakdown of Equipment caused by Contractor's failure to properly perform the ordinary maintenance described in Appendix 7

Section 3.6 Attached hereto as Appendix 7&9 are specifications to which Equipment shall be maintained. Contractor agrees to promptly notify Conrail when Contractor determines that the condition of any Conrail Equipment requires or will require maintenance other than that for which Contractor is responsible hereunder, as specified in Appendix 9, including repair, improvement or replacement, which condition Contractor determines in good faith to be caused by structural deficiencies due to deterioration, defect and/or fatigue or by manufacturer's defect and/or fatigue or by manufacturer's enhancements or modifications, or by any cause other than Contractor's failure to properly maintain equipment or the abuse or misuse of equipment by Contractor personnel. Such notice shall include a description of the condition, the cause to the extent known and an estimated cost for the proposed maintenance, repair, improvement, modification or replacement. Conrail shall have the opportunity to inspect any proposed repairs as well as any replaced part(When Applicable).

Section 3.7 Conrail agrees to pay Contractor for all maintenance, repairs and replacements to Terminal and Shop Equipment approved by Conrail pursuant to Section 3.6 and determined to be Conrail responsibility under Section 3.6, at the rates set forth in Appendix 8.(When Applicable).

Section 3.8 Without limiting Contractor's responsibilities under various provisions of this Agreement, the Terminal Manager shall have overall responsibility to coordinate, order and direct maintenance, repair and replacement for Trailers in use at the Terminal, as described herein and in Appendices 10 and 11. At the Terminal Manager's direction, Contractor shall provide maintenance, repairs and related services for the Trailers, as described in Appendix 10. The Terminal Manager shall provide, along with such direction, all necessary written authorizations for such work as specified in Appendix 10. Notwithstanding the foregoing, the Terminal Manager shall not have, and shall not be deemed to have, any responsibility for the direct supervision of Contractor employees engaged in the performance of any such maintenance, repair or related services, as more fully described in Section 9.1.

Section 3.9 Contractor shall be responsible for repairing, at its own expense (including parts and materials) any damage to Trailers caused by negligence or

abuse by Contractor, its employees or agents. In this connection, Contractor shall be responsible for any invoices received by Conrail for services that result from a Contractor caused incident at the Terminal, including, but not limited to, any wrecker service used to raise a trailer as a result of failure to properly engage the landing gear at the time trailer is parked. Conrail agrees to pay Contractor for all other Trailer maintenance and repairs performed by Contractor in accordance with Section 3.8, at the rates set forth in Appendix 12.

Section 3.10 In the event bids are solicited by Conrail for any Trailer maintenance or repair work, Contractor shall be given the opportunity to bid for such work, barring any material or consistent failures by Contractor to perform maintenance and repairs under such bids in accordance with Conrail's specifications.

Section 3.11 Contractor shall perform the Annual Trailer Inspection required by section 49 CFR 396 Inspection, Repair and Maintenance. (FHWA).

Section 3.12 Trailers and their lading shall be deemed to be in the possession, custody and control of Contractor during the time such equipment is handled by contractor pursuant to Appendix 1 - Lift related service, Appendix 3 - Miscellaneous Terminal Services, and Appendix 10 - Trailer Repair and Maintenance.

Section 3.13 In addition to the Yard tractors supplied by Contractor under Section 3.4, the parties may mutually agree that some or all of the Equipment may be supplied by Contractor. In such event, Appendix 6 will identify, as between Conrail and Contractor, the ownership of the Equipment listed thereon. Upon the conclusion or termination of this Agreement, Conrail, in its sole discretion, may wish to purchase some or all of the Equipment supplied by Contractor for continued use at the Terminal or at another intermodal terminal. Accordingly, as part of the consideration for this Agreement, Contractor hereby grants Conrail a right of first refusal to purchase any or all pieces of Contractor's Equipment. The parties agree that the purchase price for Contractor's Equipment shall be equal to fair market value. Contractor shall notify Conrail of the depreciated book value of each piece of Equipment sixty (60) days prior to the termination date of the Agreement and Conrail shall notify Contractor of the pieces of Contractor's Equipment it wishes to purchase, if any, thirty (30) days prior to the termination date of the Agreement. If Conrail elects not to buy some or all of Contractor's Equipment, Contractor will have the right to sell such Equipment to a third party except that Contractor will advise any such third party of Conrail's continuing right to meet whatever purchase price(s) may be offered by such third party.

In the event that the Agreement is terminated for cause, the parties will use their best efforts to accelerate the foregoing process so as to not disrupt the operation of the Terminal.

ARTICLE 4 - TERMINAL PREMISES AND FACILITIES

Section 4.1 Conrail hereby grants Contractor license and access, during the term of this Agreement, to use the Terminal area and facilities, including the yard, loading areas, parking areas and other outdoor areas in common with other licensees and certain office and maintenance space exclusively, all as more particularly described in Appendix 6 (the "Facilities"), and all at no charge to Contractor, except as specifically sated otherwise herein. Conrail shall have the right to add to, replace, reduce or eliminate or all of the facilities set forth in Appendix 6 in connection with (i) any program to upgrade the terminal facility, (ii) an effort to more accurately scale the terminal facilities to traffic levels at the terminal, (iii) a need to comply with any local, state or federal regulation(s), or (iv) an attempt to meet any other Conrail business needs, provided that any such action by Conrail under this provision shall not impair Contractor's ability to provide Conrail with the agreed upon terminal and maintenance services set forth in this Agreement. If Conrail replaces older Equipment at the Terminal with newer, more modern Equipment, during the terms of this Agreement, thereby making Contractor's operations more efficient and increasing its productivity, Contractor agrees to negotiate new Lift rates that reflect Contractor's productivity increase.

Section 4.2 Contractor, at its own expense, shall be responsible for certain maintenance and repairs of the Facilities, as more fully described in Appendix 13.

Section 4.3 Conrail, at its own expense, shall be responsible for certain maintenance, repairs and replacements of the Terminal facilities, as more fully described in Appendix 14. Conrail may, at its discretion, hire Contractor to perform certain of such services.

Section 4.4 Contractor shall be responsible for (1) the security of all trailers/containers while they are in its possession, as defined in section 3.12 above, including the integrity of the trailer/container seal and lading, and (2) beyond the responsibilities set forth in (1) above for reporting to Conrail any security-related problems that are observed involving trailers/containers lading, while on the terminal premises.

ARTICLE 5 - TERM, BILLING, AND PRICE ADJUSTMENTS

Section 5.1 Term. This Agreement shall be effective as of the date first written above and shall continue for a term of Three (3) years (Initial Term), after which, unless terminated as provided herein, it shall be extended for successive terms of six (6) months each (Extended Term) until terminated by either party. This Agreement may be terminated by either party at the end of the Initial Term or any extended term by providing a minimum of (60) days' prior written notice thereof to

the other party. The rates and charges in effect hereunder at the end of the Initial Term shall remain in effect during any Extended Term. Upon termination of this Agreement as provided in this or any other section of said Agreement, Contractor shall promptly vacate the terminal facility premises.

Section 5.2 Billing and Payment. Contractor shall submit to Conrail a weekly invoice for all Trailer maintenance and repair services performed pursuant to Section 3.8, and one weekly invoice for all other services performed hereunder (an "Invoice"). The Invoices shall be numbered and dated. Trailer repair and maintenance billing shall be submitted in the existing AAR format and sequence with appropriate support documents and any requisite Conrail approvals. At the end of each calendar month, Contractor shall provide Conrail an Accrual Figure (estimated dollar amount) for all trailer repairs not yet invoiced to Conrail, which Accrual Figure shall be for Conrail accounting purposes only, as well as any other financial reports which Conrail may from time to time reasonably require. For all other services, Contractor shall submit appropriate documentation including (i) for lifts, a listing, by terminal and type of lift, of the number of Trailers lifted pursuant to this Agreement, (ii) and all other services, a listing of charges by terminal and type of service and a listing by batch number, and (iii) any other documentation which Conrail may reasonably require.

For all services provided hereunder other than trailer repair and trailer maintenance, Conrail shall pay all submitted invoices within 40 days from receipt of such invoices. Conrail will verify charges billed and shall have the right to reduce or withhold them if, in Conrail's sole judgment it reflects an overbilling to or overpayment by Conrail or otherwise involve a bona fide dispute or services provided under this agreement; provided, however, that Conrail shall advise Contractor, in writing and within 45 days from the day of such withholding notice, of the reason or reasons for the particular withholding. Conrail may withhold only the disputed portion of the invoiced amount until resolution of the dispute.

Section 5.3 Price Adjustment.

- A. The rates set forth in the various Appendices for services provided under this Agreement shall remain fixed during the term of this Agreement.
- B. If, as a result of major technological or operating change at the Terminal, Contractor's terminal operations and costs are significantly affected, the parties agree to renegotiate the affected terms and conditions of this Agreement. During the period of such negotiations, this Agreement shall remain in full force and effect.

ARTICLE 6 - OTHER CONRAIL OBLIGATIONS

Section 6.1 General. Conrail shall be responsible for performing the services and providing the information as set forth in Appendix 15.

Section 6.2 Terminal Manager. Conrail, in its sole discretion, shall appoint or designate a Terminal Manager who shall discharge the management duties set forth in Appendix II. As used herein, Terminal Manager shall include any person designated by the Terminal Manager to act in his or her behalf.

ARTICLE 7 - PERFORMANCE REQUIREMENTS: TERMINATION

Section 7.1 A. Contractor Performance Requirements.

Contractor shall make certain that all trailers checked in at the Terminal gate and in transportable condition prior to the gate cutoff time published by Conrail for connecting to outbound trains are loaded onto rail cars by Contractor, as provided in this Agreement, and that the rail cars are released by Contractor prior to the scheduled release cutoff time established by Conrail for such trains. Contractor agrees to accommodate changes to Conrail's train schedules, including release cutoff times, changes to terminal configuration and lift equipment and other similar modification to the service or facilities, including any train delays. Contractor shall be evaluated periodically in accordance with the Performance Standards set forth in Appendix 16.

B. Safety Program. Contractor shall have, and shall maintain during the term of this Agreement, an ongoing Safety Program designed to provide compliance with all applicable OSHA regulations and procedures and Conrail safety requirements and to promote safe operating practices at the Terminal, which program shall include regular safety meetings with, and instructions to, Contractor's Terminal personnel. Conrail's safety rules are contained in Conrail Booklet S7H-R2, "Safety Rules and Procedures", effective September 1, 1993, a copy of which shall be furnished Contractor prior to effective date of this Agreement. Conrail may amend these rules and procedures from time to time. Contractor shall operate the Terminal so as to comply with all Conrail operating rules and strive to provide 100% customer satisfaction.

Section 7.2 Conrail Performance Requirements.

Conrail is responsible for the spotting of trains at the appropriate loading/unloading area and prompt delivery of unloading and forwarding instructions to Contractor.

Section 7.3 Termination. A. Conrail may terminate this Agreement for "cause" by giving 10 days' written notice to Contractor, in which event Conrail's sole obligation shall be to compensate Contractor for work actually performed and expenses incurred up to the date of termination.

"Cause" shall mean Contractor's failure to regularly perform its obligations under Section 7.1 and Section 9.5 and meet the minimum Performance Standards set forth in Appendix 16, which failure or Beach shall not have been incurred within 30 days of written notice thereof from Conrail.

B. If Conrail, in its discretion and at any time during the term of this Agreement, decides to close the Terminal, it may do so by giving Contractor six (6) months prior written notice of such closing. Upon the closing of such terminal, Conrail shall have no further obligation to Contractor except to compensate Contractor for work performed up to the time of closing.

C. Termination of this Agreement shall not release Contractor from any liability which it may have incurred or any obligation which may have accrued to Conrail under any provision of this Agreement prior to the effective date of Termination.

D. In the event of the sale, merger or aquisition of Conrail, all responsibilities or liability, in whole or in part, specified in this agreement shall continue as to the Purchaser or new entity created by said transaction.

Section 7.4 Suspension of Contractor Service. Notwithstanding any other provision of this Agreement, if any labor dispute involving Contractor and/or its employees causes, or constitutes a reasonable threat to imminently cause, Contractor to fail to perform any service provided for in this Agreement or otherwise disrupts or threatens to disrupt the operations at the Terminal, Conrail may forthwith suspend all, or any part of, Contractor's responsibilities under this Agreement pending resolution of such labor dispute, provided, however, that Conrail will, to the extent circumstance permit, consult with Contractor regarding the disruption or threatened disruption prior to any suspension.

Section 7.5 Failure to Load. If Contractor fails to load any trailer on a flatcar in accordance with the loading manifest when such trailer is available and ready for loading, and such failure is not due to the fault or negligence of Conrail, Contractor shall immediately arrange to have said trailer drayed by an authorized motor common carrier or contract carrier, at its sole cost and expense, from the Terminal to destination. Contractor shall also be responsible for, and agrees to indemnify Conrail against, any Customer delivery delay penalty that Conrail is required to pay as a result of Contractor's failure to load, as described above. Also, Contractor will be responsible for chassis loaded as "T" without the written permission of the terminal managers or his designated representative Contractor will be responsible

r, and reimburse Conrail at a Rate of \$10 per day per chassis until the chassis are return to its original terminal.

ARTICLE 8 - DISPUTE RESOLUTION

Section 8.1 In the event any dispute arises in connection with the operation of the Terminal or the interpretation of this Agreement, the parties shall promptly confer in good faith to resolve such dispute. If the dispute is not resolved within 30 days after it arises, either party may submit it to binding arbitration, as follows:

- a. The initiating party shall notify the other that it desires such arbitration shall be held in a mutually agreeable location, in accordance with the rules then obtaining of the American Arbitration Association. A panel of three arbitrators shall be named, one to be selected by Conrail, one to be selected by the Contractor, and one to be selected by the other two arbitrators. If the two arbitrators previously appointed by Conrail and Contractor cannot agree upon the third arbitrator within fifteen (15) days, then either party may apply to the presiding judge of any court of competent jurisdiction for appointment of the third arbitrator. In the alternative, the parties may agree on a sole arbitrator.
- b. Each party hereby consents to the entry of a judgment by any court of competent jurisdiction in accordance with the decision of the arbitration panel.
- c. The arbitrators shall have no power to modify any of the contract provisions, and their jurisdiction is limited accordingly.
- d. Each of the parties shall be responsible for the expenses incurred by the arbitrator appointed by said party; and the expenses, fees and cost of the third arbitrator, or sole arbitrator, shall be borne equally between the parties.
- e. Conrail reserves the right to bar from the Terminal or other Railway Property any of Contractors Workers who, in Conrails judgement, have or could create any risk or disruption of Railway operations. Conrail shall not be required to specify the basis or reason for its decision.

ARTICLE 9 - LIABILITY, INDEMNIFICATION AND INSURANCE

Section 9.1 Trailer Damage Contractor shall repair all damage to Trailers occurring in the Terminal caused by the abuse or negligence by Contractor, its employees or agents, at Contractor's sole expense. If such damage or destruction is beyond economic repair, Contractor shall pay Conrail the depreciated value of the Trailer as determined under the AAR Rules. Contractor shall be liable for damage to the contents of a Trailer caused by the abuse or negligence of Contractor, its employees or agent. If any such damage requires lading in a trailer to be transferred to another trailer, Contractor shall be responsible for any costs resulting from such transfer.

Section 9.2 Contractor's Indemnification

Contractor shall release, indemnify, defend and hold harmless Conrail from and against any and all loss, cost or expense, including without limitation reasonable attorney fees, in connection with any claim, action, investigation, proceeding or lawsuit, whether actual or threatened, arising out of any of the following:

- a) injury or death to any person (including employees of contractor) occurring within or without the Terminal except to the extent injury or death is caused by the sole negligence of Conrail, its employees or agents or by Conrail's breach of its obligations under this agreement; Provided that notwithstanding any of the foregoing, contractor shall release, indemnify defend and hold harmless Conrail against any claims, actions or lawsuits brought by employees of contractor under the Federal Employers' Liability Act and any amendments thereto based on allegations that Conrail failed to correct or guard against an unsafe condition or failed to furnish a safe place to work
- b) loss, damage or destruction of any property occurring within or without the Terminal caused by the negligence of Contractor, its agents or employees or by Contractor's breach of its obligations under this Agreement, except that where penalties or liabilities for such negligence or breach are specifically set out elsewhere in this Agreement, they shall be the full extent of Contractor's liability therefor;
- c) material or consistent acts of misrepresentation, fraud, theft or embezzlement by Contractor, its agent or employees;

- d) Contractor's failure to comply with any Governmental Requirements of any governmental entity having jurisdiction over Contractor's operations, including the contractual services provided by Contractor under this Agreement, to the extent such noncompliance was not caused by or requested by Conrail or the Terminal Manager;
- e) any discharge, leakage, spill, emission or improper handling, storage or labeling of any hazardous material or pollutant used in Contractor's operations at the Terminal, to the extent not caused by the sole negligence of Conrail, its employees or agents ~~or by the breach of Conrail's obligations hereunder;~~
- f) any discharge, leakage, spill, emission, or improper handling of any hazardous material or pollutant being shipped in any trailer, provided Conrail gave Contractor notice that such Trailer/Container contained hazardous materials or pollutants, or Contractor otherwise knew or should have known of such hazardous material or pollutant contents, to the extent caused by the negligence or abuse of Contractor, its employees or agents.

Section 9.3 Environmental Hazards. Contractor, in performing its services under this Agreement, shall at all times comply with all federal, state and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water or air. In the event of any discharge, leakage, spill or emission of hazardous materials or pollutants of any type at the Terminal, Contractor shall promptly notify Conrail of such occurrence. If the parties are not able to agree immediately on who is responsible for such spill, Conrail shall arrange and pay for the containment and cleanup of such materials escaping from a trailer, and Contractor shall arrange and pay for the containment and cleanup of such materials used in its operations, until responsibility as between the parties is determined. At such time, the responsible party shall reimburse the other party for expenses it incurred and undertake to pay all continuing expenses in connection with the incident, including any cleanup necessary to satisfy all environmental agencies, boards or organizations having jurisdiction over the matter. The liability and indemnification provisions of this Agreement related to hazardous materials and pollutants shall include, without limitation, all fines and penalties assessed by any governmental body.

Section 9.4 Notwithstanding any of the foregoing provisions of this Article 9, neither Conrail nor Contractor shall have any liability for any claim by the other of consequential loss or damage to their respective business or business reputation.

Section 9.5 Insurance. In addition to any other forms of insurance or bonds required under this Agreement and except to the extent that any of the requirements of this section are expressly waived or revised in writing by Conrail, Contractor, prior to the commencement of any work pursuant to this Agreement and throughout the term of this Agreement, shall, at its own cost and expense, maintain insurance of the following kinds and amounts and deliver to Conrail's Director - Insurance and Director - Intermodal Contracts, satisfactory evidence of such insurance, prior to commencement of this agreement and 30 days prior to the expiration date thereafter.

- (a) Workers' Compensation insurance in statutory amounts, as well as Employer's Liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 policy limit. Such policy shall include a waiver of subrogation in favor of Conrail.
 - (b) General Liability insurance, including contractual liability insurance, with a limit of not less than \$2,000,000 combined single limit, bodily injury and/or property damage, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.
 - (c) Motor Truck Cargo Insurance (including coverage for freight in non-owned trailers) with a limit of not less than \$250,000 for any one trailer or container.
 - (d) The aforementioned insurance shall be effected under standard form policies issued by insurers of financial responsibility, which are rated "A" or better by either Best's Insurance Reports, Standard & Poor's Insurance Rating Service or Moody's Investors Service. Conrail reserves the right to reject as inadequate, coverage provided by an insurance company rates less than "A" by the aforementioned rating services. Failure to procure and maintain such insurance in force shall constitute a Breach of this agreement.
 - (e) The aforesaid insurance protection shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement or any attachment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the periods of time for which such insurance was obtained.
- Contractor shall furnish to Conrail certificates evidencing the

insurance outlined in subsections (a), (b), (c) and (d) at least thirty (30) days prior to commencement of this Agreement and the anniversary date of the commencement of this agreement for each year this agreement is in effect. Conrail must be named as an additional insured under insurance outlined in subsections (b) and (c) and (d).

- (g) All insurance must be endorsed to provide that the insurance company shall give thirty (30) days prior written notice to:

Conrail's Director - Insurance,
2001 Market Street, 25A,
P. O. Box 41425,
Philadelphia, PA 19101-1425

with a copy to the:

Director - Intermodal Contracts,
2001 Market Street, 8A,
P. O. Box 41408, Philadelphia, PA 19101-1408,

if the policies are to be terminated or if any changes are to be made which will in any way affect the insurance requirements of this Agreement.

ARTICLE 10 - PERSONNEL

Section 10.1 Contractor's relationship to Conrail hereunder in that of an independent contractor. Contractor shall be solely responsible for employing, supervising and directing all personnel reasonably required, in its judgment, to perform its obligations under this Agreement, for maintaining all appropriate employment and operating records, and for paying and accounting for all wages, salaries, benefits (including without limitation pension benefits or obligations), employer social security contributions, unemployment insurance, and state, local and federal withholding taxes upon such compensation for its employees. Contractor shall be responsible for all negotiations and other dealings with any labor organization representing its employees, and for any grievances or other labor claims made by its employees or made by a labor organization on their behalf.

Section 10.2 Contractor shall ensure that its employees meet all requirements imposed by law and/or reasonably and uniformly required by Conrail in writing in connection with the performance of its respective obligations under this Agreement. Contractor shall further ensure that its employees are fully informed as to the hazards incident to the operations of a railroad terminal facility, and that they are physically and mentally capable of performing their work under such conditions.

Section 10.3 This section outlines Conrail's Terminal Operating Training requirements for Contractors. The contractor shall ensure that all its employees meet or exceed all requirements of this section.

1. Training requirements will include the following:

Classroom Training with Written Test. (Required for all new employees without prior terminal operating experience. Employees with operating experience must have On the Job Training with written test), as referred to in item 2 below.

On the Job training with on the spot supervision. Clerks, Lift Operators, and Jockeys.

Certification with Vendor's and Employee's signature which states what the employee had to accomplish to qualify for new job by providing a list of what was covered under Classroom and On the Job Training.

Annual re-certification which should include a job review process and written test.

2. Minimum Topics included in Training Program should include the following:

- Vendor's Safety Program (*)
- Ground Crew (*)
- Hostler
- Crane/Lift Operator (*)
- Hitch Inspection (*)
- Clerical Functions
- Gate Inspection Procedures
- Hazardous Material

(*) - Training Material must include procedures for safe loading and securement of trailers, chassis and containers on Intermodal equipment as described in the AAR Intermodal Trailer and Container Securement Manual.

3. Training Notification

CR's Terminal Manager must be notified when new employee is hired with a written outline stating all training requirements which must be completed within thirty days.

Upon completion of training Conrail's Terminal Manager must be shown copy of Certification with Vendor's and Employee's signature. Certification should state what the employee had to accomplish to qualify for new job by providing a list of what was covered under Classroom and on the Job Training.

4. Conrail's Director of Contracts in Philadelphia and Conrail's Terminal Manager must have access to the following:

- Job Definitions and Responsibilities
- All Training Documentation
- On the Job Training Requirements
- Test
- Employee's Certification Records including list of Class room and on the Job Training accomplishments, Test with results
- Instructors' Name, Date & Location of Training, Date of Certification.

ARTICLE 11 - MISCELLANEOUS

Section 11.1 Compliance with Law. Contractor shall comply with all Governmental Requirements applicable to its operations and services to be performed hereunder, including without limitation the nondiscrimination clauses promulgated by the Federal Railroad Administration, Worker's Compensation and OSHA, and, when required by Conrail, Contractor shall furnish proof of such compliance. Such compliance shall include, without limitation, securing all licenses, permits and approvals necessary to perform its obligations.

Section 11.2 Confidentiality. All information obtained by each party about the business of the other party as a result of the performance of this Agreement is confidential and shall not be disclosed to any person other than the parties hereto, their employees and authorized agents without the prior written consent of the other party.

Section 11.3 Liens. In the event any lien is filed against the property of Conrail by a creditor of Contractor, or its subcontractor, Contractor shall promptly discharge the lien and indemnify, defend and hold harmless Conrail from and against all loss, cost and expense reasonably arising from such lien.

Section 11.4 Assignment. Contractor shall not assign, sublet or transfer any of its responsibilities or liabilities (including use of subcontractors), in whole or in part, specified in this Agreement, or any interest herein, without the prior written consent of Conrail.

Section 11.5 Force Majeure. The obligations of either party shall be suspended to the extent that the party is prevented from performing its obligations hereunder as a result of an act of God, unusual natural conditions, act of government, or any

ther similar cause beyond the reasonable control of the party. Any party invoking the provisions of this section shall exercise due diligence to eliminate such force majeure occurrence.

Section 11.6 Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous oral or written understanding, agreements, and commitments as to the subject matter hereof. This Agreement and the Appendices hereto may not be modified, changed or altered except by written agreement signed by authorized representatives of the parties. Any Appendix hereto may be amended by the parties signing a revised version of such Appendix and this Agreement will be deemed to be amended thereby.

Section 11.7 Notices. Any notice, request, demand, or approval to be given hereunder shall be in writing and shall be deemed to be delivered upon deposit with United States mail, postage prepaid, certified or registered mail, return receipt requested, deposit with Federal Express, postage prepaid, telecopying or upon hand delivery, as follows:

Conrail

Contractor

Director Contracts - Intermodal
Room 8A, 2001 Market Street
Philadelphia, PA 19101-1408

Either party may change the person to be notified or its address by such notice to the other.

Section 11.8 Waiver The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall not be construed as being continuing or permanent waiver of any such terms and conditions, all of which shall be and remain in full force and effect as to future acts or happenings notwithstanding such waiver.

Section 11.9 Severability. Each and every clause of this Agreement shall be severable from each other. In the event that any particular clause herein shall be held invalid and null and void in any judicial proceeding, such finding shall have no effect on the remaining clauses.

Section 11.10 Applicable Law. This Agreement is subject to, and shall be construed and enforced in accordance with, the laws of the commonwealth of Pennsylvania.

Section 11.11 Benefit of Parties. Nothing in this Agreement shall be construed to give any person or entity other than Conrail and Contractor, and their

respective successors and permitted assigns, any legal equitable right, remedy, or claim under this Agreement.

Section 11.12 Entire Agreement. This Agreement, together with all Appendices attached hereto, constitutes the entire agreement between the parties and supersedes all previous understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officials, as of the day and year first herein written.

CONSOLIDATED RAIL CORPORATION

BY: _____

TITLE: _____

CONTRACTOR

BY: _____

TITLE: _____

APPENDIX 1

LIFT AND RELATED SERVICES

1. Lift-ons. Contractor shall perform all Lifts required by Conrail at the Terminal to move a trailer, van or mounted container from a chassis, a stack of containers or the ground, as the case may be, to a rail car. These operations are either a Trailer or a Container Lift-on. All Lift-ons for any Conrail train shall be made in accordance with the Trailer/Container Program provided to Contractor for such train subject to Conrail's providing of rail-cars on the loading tracks adjacent to the Trailer/Container loading and unloading areas at the Terminal (the "Lift-area").
2. Lift-Offs. Contractor shall perform all Lifts required by Conrail at the Terminal to move (a) a trailer, van or mounted container from a rail-car to the ground or (b) a container from a rail-car to a chassis, the ground or a stack of Containers, as the case may be. These operations are either a Trailer or a Container Lift-off. Lift-offs shall be made for all Trailers in any order (prioritization) deemed appropriate by Conrail to meet its customer's needs from any rail-cars provided to Contractor at the Lift-area.
3. Other Lifts. Contractor, as part of the services described in paragraphs 1 and 2 above, shall perform all other Lifts of Trailers required in conjunction with or ancillary to the provision of Lift-ons and Lift-offs, including, without limitation, moving a Container initially placed on the ground in a Lift-off by reason of the unavailability of a chassis to a then available chassis, moving a Trailer from a rail-car to another rail-car, removing a defective or misloaded Trailer/Container initially placed on a rail-car in a Lift-on to ground or chassis, as the case may be, or any movement from a stack of Containers to a chassis or from a chassis to a stack of Containers.
4. Lifts General. All Lifts shall be performed in the Lift-area. A Lift-on or Lift-off assumes each Trailer/Container is in satisfactory mechanical condition, satisfactorily loaded and otherwise in condition to permit loading and/or unloading without additional repair, modification or specialized handling.
5. Hostling. Contractor shall provide hostling (i) to move all Trailers scheduled for lift-ons from Conrail parking lots (the "Parking Lots") to the Lift-area to perform such Lift-ons; (ii) to move all Trailers as to which Lift-offs have been performed from the Lift-area to the Parking Lot (iii) to move chassis designated by Conrail from Conrail's chassis storage area (the "Chassis Storage Area") to the Lift-area as required from Containers as to which Lift-offs are scheduled to be performed; (iv) to move chassis from the Lift-area to the Chassis Storage Area as

required to chassis that are unmounted in connection with a Lift-on; and (v) to move Trailers within the Terminal to and from repair facilities and to and from on site U. S. Customs Service facilities. Movements to and from any contiguous Facility shall be deemed to be movements solely within Conrail's Intermodal Facility. All of these services are deemed part of the Lift-on Lift-off of the Trailer or Container.

6. Fastening/Unfastening. All Lift-ons shall include fastening or otherwise securing Trailers/Containers to the flatcars in preparation for transport in rail freight service as described in the AAR Trailer/Container Securement Manual. Any trailer / container not secured or damaged account of not being secured. The contractor will be held liable for all costs. All Lift-offs shall include unfastening Trailers/Containers from and otherwise preparing Trailers for unloading from rail-cars, All lift ons shall include securing, operating (raise/lower) stanchons, removing or adding blocking and bracing.

7. Defective Trailers/Containers. Contractor shall notify the Terminal Manager, or his/her designee, if the Contractor personnel conducting Lift Services observe that any Trailer/Container scheduled for Lift-on or made available to Contractor for Lift-off is damaged. Contractor shall notify Terminal Manager of any Trailer or Container damaged during loading or unloading operations. If Contractor fails to notify Conrail's Terminal Manager of such damage, Contractor shall be deemed to have caused such damage and shall be responsible for the cost of any such repair, unless Contractor specifically proves otherwise.

Contractor personnel performing Lift Services shall inspect all Trailers and Containers scheduled for Lift-ons to assure the presence of adequate tie-down equipment required to secure such Trailers/Containers on rail-cars. Contractor shall not load any Defective Trailer or Container observed to be such prior to loading and shall not secure any Defective Trailer or Container observed to be such prior to securing such Defective Trailer or Container to a rail-car.

-APPENDIX 2

LIFT SERVICES RATESHarrisburg Intermodal TerminalType of LiftRate per Lift

Trailer/Container

\$ _____ * See Below

*

Lift rate for Harrisburgh Intermodal Terminal is \$ _____. There is a \$ _____ charge for a one year period to cover potential law suits. At the end of one year (March 6, 1997). GPS is to make a accounting of the extra \$ _____ to The Director of Contracts Intermodal Operations, if the \$ _____ is not used to cover potential law suits, a refund will be made to Conrail no later than April 6, 1997.

Effective March 6, 1997 the lift rate for Trailer/ Container at Harrisburg is \$ _____ to the end of the contract.

APPENDIX 3

MISCELLANEOUS TERMINAL SERVICES

The following are examples of Miscellaneous Terminal Services which Contractor shall, or may be requested to, perform at the Terminal subject to the provisions set forth in Section 2.3 and this Appendix 3.

1. Removing snow and/or salting with Contractor's existing equipment. (Conrail acknowledges that Contractor does not have equipment to undertake snow removal in the event of heavy snows (6" or more).
2. Inspecting trailers for lease termination and other inspections not associated with Lift operations unless otherwise agreed to.
3. Transferring and/or adjusting lading.
4. Any other miscellaneous services required by Conrail, or any service, request not directly associated Lift Services, which the Terminal Manager may request.

APPENDIX 4

MISCELLANEOUS TERMINAL SERVICES RATES

1. Miscellaneous Terminal Services shall be provided at the following rates:
 - A. Rate for Miscellaneous Terminal Services requiring only Contractor personnel will be _____ dollars (\$_____) per hour per person.
 - B. Rate for Miscellaneous Terminal Services requiring Contractor personnel and vehicular equipment (i.e., - driver and truck or other vehicle) will be _____ dollars (\$_____) per hour.
2. Contractor shall maintain employee time cards or other appropriate records reflecting all Miscellaneous Terminal Services provided by Contractor. Maintain documentation of rail car availability and release time.

- APPENDIX 6

FACILITIES AT TERMINAL AND SHOP EQUIPMENT

1. Facilities. Conrail will provide facilities to Contractor only for its use in connection with the services to be provided under this Agreement. These facilities are those specified below as well as any other facilities that Conrail may subsequently designate for Contractor's use:

A. Office: 540 sq. ft.

B. Maintenance Facilities: 2,444 sq. ft.

C. Storage:

D. Trailer parking spots needed. _____

2. Equipment

The Equipment identified below shall be used only at the Terminal and only in connection with services performed under this Agreement.

Lift Machines

Yard Tractors (where applicable)

See Table # 1

- APPENDIX 7

TERMINAL AND SHOP EQUIPMENT - MAINTENANCE

Contractor, at its sole cost and expense, will perform all maintenance on all equipment used in the terminal for providing service as identified in TABLE #1. This maintenance will be performed to maintain the equipment in good, normal operating condition and to insure its safety, reliability and structural integrity. It will cover all repairs necessitated by continued use and failure due to deterioration or accidents. All maintenance including daily inspection, scheduled service and component replacement must be performed in accordance with, and all replacement parts must meet the specifications promulgated by equipment manufacture and Conrail.

In the event that any Conrail equipment is damaged or destroyed by vendor, vendor shall pay Conrail the depreciated original cost of such equipment. The depreciated original cost is the original cost of the equipment to Conrail plus the dollar value of major component replacement, less accumulated depreciation. At the time the lift machine is identified, Conrail shall provide to vendor a copy of the purchase price, and the then current depreciation schedule from which supplier can determine the value of the equipment. Vendor agrees to insure the equipment for at least its depreciated value.

Vendor agrees to be responsible for all damages caused by the presence and use of Conrail equipment including, without limitation, injury to or death of all persons, and all damage to property. Vendor shall defend, indemnify and hold Conrail harmless from any and all claims that Conrail is in any way liable for any injury to or death of persons or damage to property by reason of Conrail's ownership of any equipment.

Contractor will be responsible for supplying all necessary and available parts, lubricants and shop supplies to ensure the adequate maintenance of all equipment, with Contractor bearing the expense of inventory. Contractor will be responsible for entering into all specialized maintenance agreements with equipment manufacturers and vendors required by contract to perform its ordinary maintenance responsibilities under this provision. This equipment shall be maintained, whether by contractor or its agent, in accordance with, and all replacement parts shall meet, the specifications promulgated by manufacturer and Conrail. Contractor will be responsible to apply and maintain manufacturers' enhancements that render the equipment safer and more reliable

If under this agreement, Conrail equipment is used, Contractor warrants that it will keep all equipment (including Conrail equipment) operational as necessary to provide Conrail service. Contractor shall continue to rebuild and use Conrail equipment so long as it is economical to do so and contractor continues to have a use for the equipment. At no time is Conrail equipment to be left in a non-operational condition without Conrail's approval.

Conrail shall pay for modifications to any lift equipment, including lift equipment of Contractor, that must be used at the terminal in order to accommodate the special lift requirements of Conrail Business. Contractor shall consent to such modifications as long as such modifications do not interfere with Contractor's ability to provide service to Conrail. Should Conrail choose to modify the equipment, it will do so at its sole expense, including all purchase and installation cost. Conrail also agrees to pay for the removal of modifications (after they are no longer required) in such a way that it returns the lift equipment to the state it would have been had there been no modification (assuming this is technically feasible) if Contractor so requests. Contractor will be responsible for the cost of and for performing all maintenance on these improvements under the terms and conditions of APPENDIX 7 AND 9.

APPENDIX 8

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APPENDIX 9

SPECIFICATIONS FOR MAINTENANCE OF CONRAIL EQUIPMENT (When Applicable)

Contractor's maintenance program shall encompass the following:

PREVENTIVE MAINTENANCE

Each type of equipment, based on technical specifications and operating conditions, has a pre-planned inspection program at certain intervals of time and/or engine hours.

Example: Raygo PC-90 lift machine.
Preventive Schedule - "B" service - Every 100 hours or 60 days whichever comes first.

At "B" service, all major systems of the packer such as engine, transmission, hydraulic, brakes, etc., are inspected thoroughly and filters engine oil and other fluids are replaced. Problems discovered during inspections are repaired, thereby preventing breakdown of the equipment during the critical period of train loading/unloading operation.

Contractor shall be responsible for all parts and labor used in the preventive maintenance of Conrail's equipment.

FORECAST COMPONENT REPLACEMENT

Besides the regular "PM program", major components of the equipment shall be replaced at pre-planned intervals which are based on the expected component life. This procedure allows Contractor to take preventive measures to minimize unscheduled down time of equipment during the train loading/unloading operation.

Example: Hydraulic pumps on the PC-90 have a lift expectancy of 7,500 hours. At this interval, Contractor shall replace pumps, even though parts are still functional. Similarly, new engine, transmission and converter have a lift expectancy of 2,000 hours. When these components reach their expected life, then Contractor shall replace these parts.

COMPONENT EXPECTED LIFE CRITERION

Since the predictive component replacement concept is new and unique, Contractor shall have the right to adjust prescribed replacement intervals based on its own experience and approved testing procedures. Any revisions to the component replacement program shall be designed to ensure the consistent availability of equipment to Terminal Operations. Contractor shall bear all parts and labor costs of the forecast component replacement program. Contractor agrees that when Technology becomes available to use such Technology as Conrail sees fit for equipment maintenance records or any other input.

DAILY PREVENTIVE INSPECTION

Contractor shall continue the current practice of daily preventive inspection of Conrail equipment. The inspection consists of the following:

- Check all fluid levels
- Check tire inflation
- Lubrication
- Brake adjustment
- Visual inspection of unit

REPAIR SERVICE

Besides daily inspection, preventive maintenance, and forecast component replacement, Contractor shall perform repairs to Conrail equipment due to premature failure of components such as tires, hydraulic hoses, cylinders, pins, bushings, logs, etc., at Contractors' expense.

SPECIFICATIONS FOR REPAIRS OTHER THAN MAINTENANCE

The following repairs shall be considered as other than maintenance, as determined by Conrail and Contractor in good faith to be caused by:

- Structural deficiencies due to defective design, material and/or workmanship.
- Manufacturer enhancements or modifications.
- Metal fatigue and structural defects.

PARTS & LABOR BORN BY CONRAIL

APPENDIX 10

TRAILER REPAIR AND MAINTENANCE

A. All repairs performed by Contractor will meet and/or exceed original trailer manufacturer specifications. Contractor will abide by the AAR Rules and all subsequent issues thereof or with individual contracts between Conrail and Trailer owners, which contracts shall be made known to Contractor. All equipment needed to comply with inspection programs, and which constitute permanent apparatus, will be supplied by Conrail. Contractor will provide trailer repair service based on a written authorization and/or approval form supplied by the Terminal Manager for all repairs.

Contractor shall be responsible for acquiring authorization for owner's responsibility repairs that exceed established dollar limits prior to Contractor effecting repairs. If repairs are necessary to effect delivery of a trailer loaded with U.S. Postal Service or other premium service traffic, at a time when Equipment owners, including Private Equipment owners or Conrail personnel, are unavailable to provide the necessary authorization, repairs will be performed. Appropriate authorization must be obtained by Contractor the next business day from Conrail's Trailer Service Bureau in order to receive payment for the repairs performed.

Contractor shall provide all functions necessary to perform Trailer repairs, including movement of Trailers to and from the repair shop. Contractor will be responsible for supplying all necessary parts, lubricants and shop supplies and bear the expense of such inventory to ensure its availability when required for use. In the event of a dispute between Conrail and a third-party, Contractor will provide appraisal services and expertise at Conrail's request to determine liability for repairs. Contractor shall also prepare appropriate reports for Conrail for all trailer repairs, categorizing the trailer repairs it has made as defined by Conrail's Trailer Service Bureau (ex: owner's repairs, handling line responsibility or damage) per the AAR Interchange Rules. When repairs are determined to be Owner or third party responsibility, Contractor must support billing for such repairs. Contractor must forward all bills and appropriate support documentation required for billable repairs, including any requisite Conrail approvals, to Conrail's Trailer Service Bureau. Any bills received by Conrail without proper support documentation or requisite Conrail approval will not be processed for payment. If any repair bill is disputed and returned to Conrail by Equipment Owner or third party, and after review and research dispute is deemed to be legitimate, the amount of the bill will be deducted by Conrail's Trailer Service Bureau against the Contractor lift bill.

Conrail, at its discretion, may solicit bids for all repairs estimated at \$450.00 or more. Conrail shall promptly solicit repair estimates for Trailers with defects covered under applicable rules, regulations and contracts and award the work based on those bids.

Contractor shall supply a Trailer Damage Responsibility Reports, (Form J-2), Report of Damage and Authorization to Repair, (Form CT-7500), and all other damage/inspection forms required by Conrail, provided, however, that the Terminal Manager, in his or her sole discretion, may assume responsibility for preparing one or more of the foregoing forms.

Supporting Documents: Each claim shall be accompanied by a copy of the shipping order and other shipping documents. Documents to establish the responsibility for liability and the amount of monetary loss shall be filed with the claim. Each claim also should be supported with records detailing the nature of the damage of loss involved. Examples of documents giving evidence of type of damage: delivery receipt, inspection report, consignee's receiving records, on car arrival photographs as set forth in form CT-7500.

APPENDIX 11

TERMINAL MANAGER'S RESPONSIBILITIES

The Terminal Manager shall have overall responsibility for the operations at the terminal, excluding the services which Contractor has agreed to provide under this Agreement, but including the interface and coordination between Conrail's operations and Contractor's operations at the terminal. The Terminal Manager's responsibilities shall include the following:

1. Clerical Services, including gate inspections.
2. Trailer repair in accordance with policies and procedures set forth by Conrail's Intermodal Management staff.
3. Determine the need for maintenance, repair or replacement for Trailers in use at the Terminal, and provide appropriate repair authorizations and repair solicitations, all as provided in this Agreement.
4. Investigate and secure documentation to establish third-party liability for Trailer maintenance and repairs.
5. Solicit repair estimates for Trailers with defects covered under applicable rules, regulations, and contracts where Conrail will be required to do so. In any such event, Contractor will be provided the opportunity to submit an estimate.
6. Control origination and termination of Trailers.
7. Obtain services on behalf of Conrail necessary for the operation of the Terminal and process all appropriate invoices for payment. This shall include services Conrail is obligated to perform under this Agreement as well as all other contracted services performed within the Terminal.
8. Verify status of Trailvan trains within the Terminal.
9. Control Trailers and flatcars on hand to that they are placed on bad order status when necessary, or routed home when not in use to eliminate per diem or declare surplus to gain per diem relief as necessary.
10. Supervise preparation of loading/unloading lifts for additional trains.

APPENDIX '12

TRAILER MAINTENANCE & REPAIR RATES

LABOR RATE

Contractor shall charge Conrail at the rate of _____/hour for the actual time in hours and minutes spent on Trailer repairs.

PARTS

Contractor shall charge Conrail the actual price of parts plus a _____% markup for all parts used to make the necessary repairs.

APPENDIX 13

CONTRACTOR RESPONSIBILITIES WITH RESPECT TO FACILITIES

1. Contractor will not construct, reconstruct, or alter structures of any character in the Terminal without prior written consent of Conrail. Contractor will not install or extend any electrical wires in any Conrail owned improvements on the Terminal without prior written consent of Conrail.
2. Contractor will take reasonable care of Conrail Facilities and be responsible for any damage for which it may be responsible, exclusive of normal wear and tear.
3. Contractor will perform preventive maintenance at no cost to Conrail on motorized mechanical apparatus needed to support its operations.
4. Contractor will be responsible for providing janitorial and trash removal services for the Terminal facilities used exclusively by Contractor, including shop and material storage facilities.

APPENDIX 14

CONRAIL RESPONSIBILITIES WITH RESPECT
TO THE TERMINAL AND FACILITIES

1. Conrail will not unreasonable withhold approval for Contractor to perform its responsibilities under Appendix 13.
2. Conrail will make every effort to remove snow form the Terminal in a timely manner when snow reaches 6 in. (six inches) or more.
3. Conrail will be responsible for structural repairs to the Terminal buildings and structures, including office trailers (the "Structures"), repair and/or replacement of all major mechanical and electrical systems appurtenant to the Structures, construction of new facilities as required for replacement of worn out facilities or needed for growth in business, repair to fencing or installation of new fencing, and repair of roadway and parking surfaces.
4. Conrail shall be responsible for providing Contractor with all utilities at the Terminal and related facilities.

APPENDIX 15

OTHER CONRAIL SERVICES AND OBLIGATIONS

Conrail's responsibilities shall include:

1. Providing Contractor with current, accurate train schedules, cutoff times and other service information relevant to the operation of the Terminal. Conrail shall give Contractor notice of any specific delays or changes or additions as soon as reasonably practicable;
2. Switching rail-cars in and out of the Terminal in accordance with its published schedule and determining requirements for loading and unloading Trailers/Containers in an efficient manner.
3. Providing a radio frequency for use by Contractor terminal personnel, which shall require Contractor and Conrail to execute a separate Agreement for cooperative use of radio facilities.
4. Defining hours of operation for each terminal for both the Lift and Clerical Services operations;
5. Providing all security for the Terminal, including without limitation, security guards, vehicles, gates, fences, locks and lighting;
6. Obtaining and/or maintaining all licensees, permits and approvals required by any governmental or quasi-governmental body to continue the operations of the Terminal, including any railroad or general shipping operations with which the Terminal operations are connected; and
7. Providing Contractor access to communications circuits connected to Conrail's computer systems, databases and information systems, as specified by Conrail, in order to facilitate and coordinate the efficient

APPENDIX 16 PERFORMANCE STANDARDS

All standards shall be subject to review by Conrail beginning six months after the date of this agreement.

<u>Category</u>	<u>Minimum Requirement</u>	<u>Period Measured</u>
Computer Input from time of transaction		
0-15 minute timeliness	90%	weekly
16-30 minute timeliness	95%	
Waybill errors		daily average
Boston	less than 3/Day	
Worcester	less than 2/Day	
Chicago 63rd	less than 3/Day	
Cleveland	less than 2/Day	
Indianapolis	less than 3/Day	
Notification of Customers within 2 hours of train arrival	100%	monthly
Trains Release on Time	98%	weekly
On Time Trailer and Container availability within 2 hours of published availability	98%	weekly
Loading Efficiency	100%	weekly

Table 1Harrisburg Intermodal Terminal

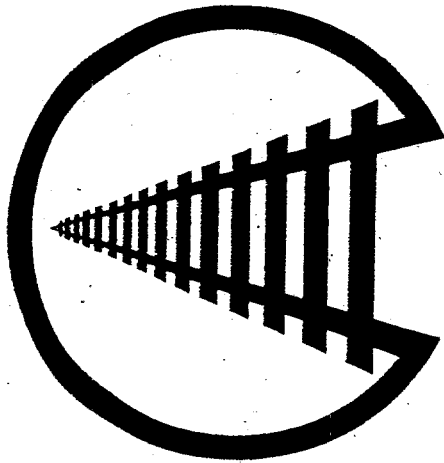
<u>1994 Lifts</u>		<u>1995 Lifts</u>	
<u>TOFC</u>	<u>COFC</u>	<u>TOFC</u>	<u>COFC</u>
Jan 13,940	7	10,698	157
Feb 15,390	5	10,980	126
Mar 18,472	2	11,961	216
Apr 17,886	2	10,684	252
May 18,315	13	11,269	383
Jun 16,674	115	11,729	381
Jul 15,585	241	12,400	491
Aug 18,364	47	14,635	564
Sep 18,400	8	13,957	2,142
Oct 18,187	31	16,195	2,499
Nov 15,246	127	13,408	2,214
Dec 13,818	221	11,687	2,309
Total 200,277	809	149,513	11,734

Hours of operation - 24 Hours, 7days

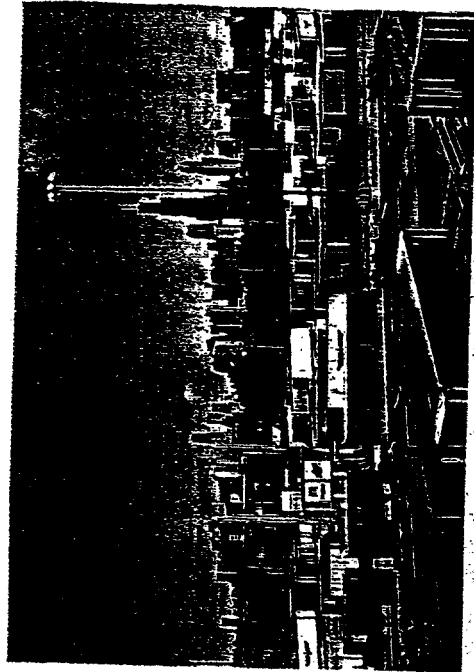
<u>O/B</u>	<u>Trains</u>	<u>Cut - off</u>	<u>Release</u>	<u>Dept</u>	<u>Days</u>
	TV-1	2300	2359	0330	Daily
	TV-3	0100	0200	0520	M-F
	TV-213	0100	0200	0500	M-F
	Mail-9	0730	0830	1025	Daily
	Mail-13	0930	1030	1415	Daily
	TV-61	0700	0900	1200	T-Sst
<u>I/B</u>	<u>Trains</u>	<u>Arr</u>	<u>Place</u>	<u>Avail.</u>	<u>Days</u>
	Mail-4	0200	0300	0500	M-Sat
	Mail-4X	2345	0300	0500	Sun
	Mail-8M	0300	0415	0600	Daily
	TV-2H	1900	2000	2200	Daily
	TV-2M	1940	2100	2300	Daily
	TV-214	2015	2130	0100	Tu-Sun
	TV-22	2115	0415	0600	As Needed
	TV-212	0400	1330	1530	Sat-Sun
	TVLT	1315	1400	1600	Sun

The above schedule is subject to change.

Exh B



ASSOCIATION
OF AMERICAN
RAILROADS



Intermodal Trailer and
Container Securement



ASSOCIATION OF AMERICAN RAILROADS

Intermodal Trailer and Container Securement Manual

This manual provides the minimum requirements for the safe loading and securement of trailers (including chassis) and containers on intermodal freight cars. This guide is not intended to answer all questions. Should questions arise which are not covered in this guide, you should ask either your supervisor or contact the original equipment manufacturer.

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B. General Hitch Information

Trailer hitches are mechanical devices used to support and secure highway trailers on freight cars. Below is a general overview of the major types used on intermodal cars. A more detailed description of hitch operation by hitch type is in the following sections. Consult your supervisor for information concerning hitch types not presented in this manual. In general, trailer hitches are classified as retractable and non-retractable. Further information is available on hitch nomenclature in the Appendix (page 28)

1. Non-Retractable Hitches

Non-retractable (fixed) hitches are permanently in the raised or upright position. They are designed for trailers to be loaded and unloaded with an overhead crane or a side loader. Cars equipped with this type of hitch cannot be loaded circus style. Non-retractable hitches are secured to the car deck with either pinned or welded connections at the base of both the vertical and diagonal struts. These hitches are equipped with a semi-automatic type top plate, which locks automatically when loaded but requires a manual operation to unlock.

2. Retractable Hitches

a) Wrench Operated Hitches

Wrench operated hitches are raised and lowered, from the car floor, by turning a long elevating screw with a special hitch wrench. The screw is threaded through a large nut secured inside a yoke which is connected with steel pins to the bottom of the vertical strut. When the hitch is upright, heavy steel hooks, welded to the car deck, engage the vertical strut securing the hitch to the car.

The trailer kingpin fits inside a jaw mechanism in the top plate, and the jaw is closed by turning another heavy screw. After the jaw is closed around the kingpin, a manual mechanical lock is engaged to keep the jaw closed. The position of this lock can be determined by observing the position of the indicator which can be a handle or a pin.

b) Pull-up Hitches

Pull up or tractor operated hitches are raised with a pull-up hook attached to a tractor, trailer or overhead crane.

A. Summary Table of Major Hitch Types

Lock Method	Type Hitch	Manuf.	Fixed vs Retractable	Rigid vs Cushioned	Pull-Up vs Screw
Rotor	LP-3-SA	PS/Trinity	Retract.	Rigid	Pull-Up
Rotor	LP-4-SA	PS/Trinity	Retract.	Cush.	Pull-Up
Rotor	NRC-1	PS/Trinity	Fixed	Cush.	n. a.
Rotor	NRC-2	PS/Trinity	Fixed	Cush.	n. a.
Rotor	NR-4	PS/Trinity	Fixed	Rigid	n. a.
Rotor	TT-2	TTX	Fixed	Rigid	n. a.
Rotor	TT-5	TTX	Fixed	Cush.	n. a.
Rotor	LP-10-SA	PS/Trinity	Retract.	Rigid	Pull-Up
Rotor	LP-11-SA	PS/Trinity	Retract.	Rigid	Pull-Up
Rotor	LP-12-SA	PS/Trinity	Retract.	Rigid	Pull-Up
Jaw	Model 6	ACF	Retract.	Rigid	Pull-Up
Jaw	Model 6P	ACF	Retract.	Rigid	Pull-Up
Jaw	Model 6-5	ACF	Fixed	Cush.	n. a.
Jaw	Model 6-2	ACF	Fixed	Cush.	n. a.
Jaw	TT-1	TTX	Fixed	Cush.	n. a.
Jaw	TT-2	TTX	Fixed	Rigid	n. a.
Jaw	TT-4	TTX	Fixed	Cush.	n. a.
Jaw	TT-5	TTX	Fixed	Cush.	n. a.
Screw	Model 2	ACF	Retract.	Cush.	Screw
Screw	Model 5R	ACF	Retract.	Rigid	Screw
Screw	Model 5C	ACF	Retract.	Cush.	Screw

raising hitches by pulling up on the hitch top plate the hitch must be lifted from the appropriate lift bar or eyes.

The method of lowering depends on the style of hitch. LP-3-SA and LP4-SA hitches can be lowered by depressing the knock-down lever with sufficient force to cause the hitch to retract. LP-12 and ACF Model 6P hitches can be lowered with a special wrench or pry bar while standing alongside the hitch on the ground.

Pull up hitches are secured to the car deck with pin connectors at the base of both the vertical and diagonal struts.

The trailer kingpin is contained in a jaw mechanism that locks automatically when the trailer is properly loaded. A visual indicator shows whether the jaws are in a locked or unlocked position. Unloading requires a manual unlocking of the jaw before the trailer can be removed from the car.

3. Cushioning

Both retractable and non-retractable hitches can either be cushioned or non-cushioned. Cushioned hitches are used on intermodal cars equipped with standard draft gears. Non-cushioned hitches are used on single unit intermodal cars with end-of-car cushioning. In general, multi-unit cars are equipped with non-cushioned hitches.

Hitch cushioning is provided by several means depending on the manufacturer. The most common arrangement is compressed rubber, either in the diagonal strut or on the car deck behind the diagonal strut. Hydraulic cylinders in the diagonal struts are also used.

4. Indications of Improper Loading

The photographs below show several ways of how **NOT** to set a trailer on a hitch. **YOU MUST BE SURE THE KINGPIN IS DOWN INTO THE LOCKING MECHANISM OF THE HITCH, WITH THE TRAILER RESTING ON THE TOP PLATE TO ENSURE THE HITCH IS LOCKED. IF YOU SEE A TRAILER LOADED AS SHOWN BELOW, DO NOT SHIP THE CAR!**



The kingpin is behind the top plate. The trailer is not secured to the top plate. Do not ship this car.



The kingpin is resting on top of the top plate. The trailer must be positioned so it is resting on the top plate and the king pin must be locked into the plate. Do not ship this car.



The kingpin is resting on the auxiliary lock. The trailer must move back towards the top plate until it is locked. This trailer is not secured to the hitch top plate. Do not ship this car.

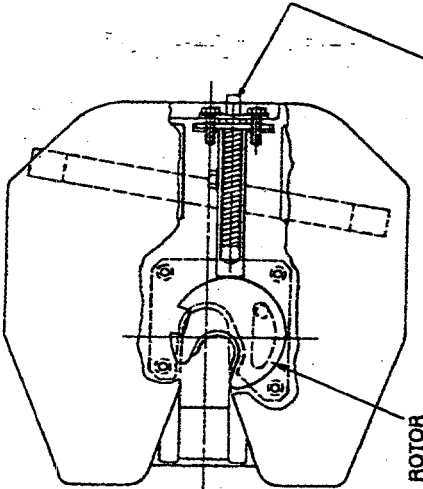


This top plate has a defective auxiliary lock. A trailer should not be loaded on this hitch and the top plate must be repaired. Do not ship this car.

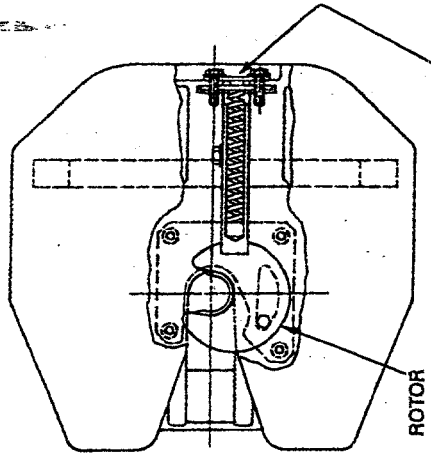
C. Semi-Automatic Hitches With Rotor Type Top Plates.

The hitches with a rotor type top plate are manufactured by Trinity Industries (Pullman Standard). The top plate is shown below both in the unlocked and locked positions.

TRINITY INDUSTRIES (PULLMAN STANDARD) TOP PLATE ROTOR TYPE - SEMI-AUTOMATIC OPERATION



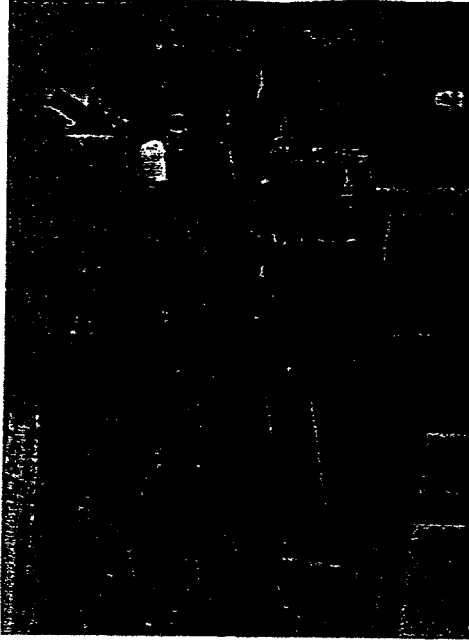
INDICATOR PROTRUDING
FROM BACK OF TOP PLATE
Rotor in the unlocked position



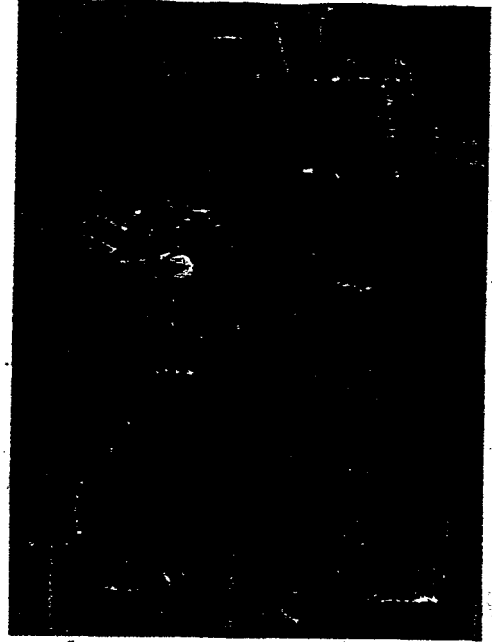
LOCK INDICATOR FLUSH OR
SLIGHTLY RECESSED
WITH BACK OF TOP PLATE
Rotor closed and in the locked position

Rotor Type Top Plate (cont.)

The photographs below show the LP type top plate in both the unlocked and locked position.



PULLMAN STANDARD LP-TYPE
INDICATOR PROTRUDING FROM BACKSIDE OF TOP PLATE
HITCH UNLOCKED



PULLMAN STANDARD LP-TYPE
INDICATOR MUST BE FLUSH OR SLIGHTLY RECESSED.
HITCH LOCKED

1. Retractable

a) Pull-up type

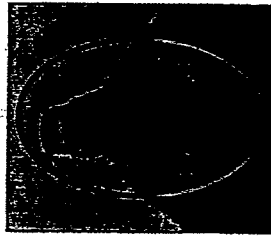
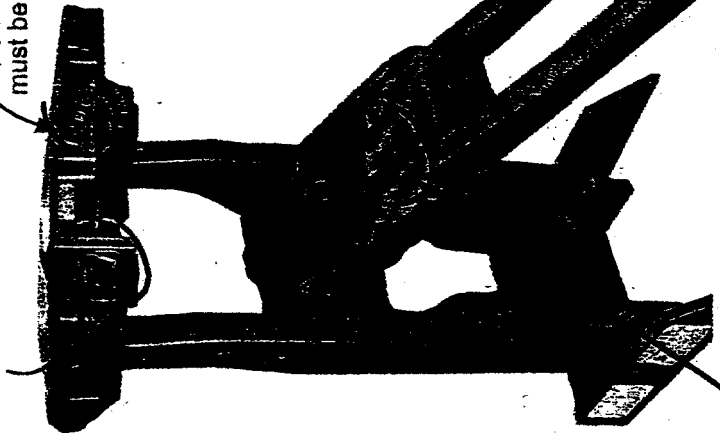
LP-SA Type - Manufactured by Trinity Industries (Pullman Standard)

LP-3SA - Non-Cushioned and LP-4SA - Cushioned

Make sure kingpin is in hitch!

Top unlocking handle must be forward.

Top plate yellow lock indicator must be flush or slightly recessed.



Auxiliary lock must be in place

Diagonal strut yellow lock indicator flag must be flush or slightly recessed.

Retractable (cont.)

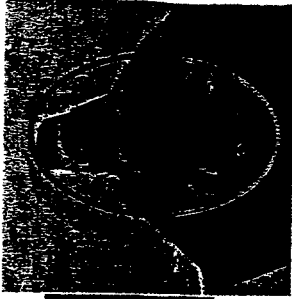
Pull-up type

LP-12 - Manufactured by Trinity Industries (Pullman Standard)

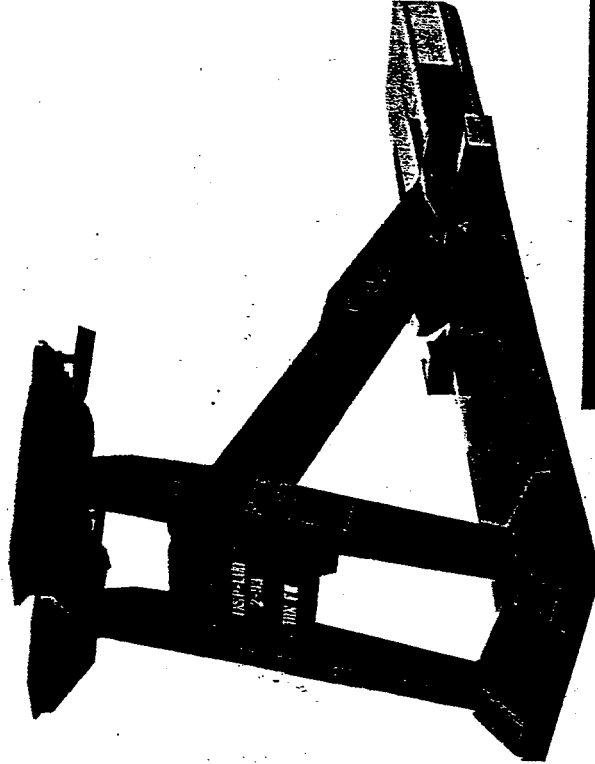
Make sure kingpin is in hitch!



Top plate yellow lock indicator must be flush or slightly recessed

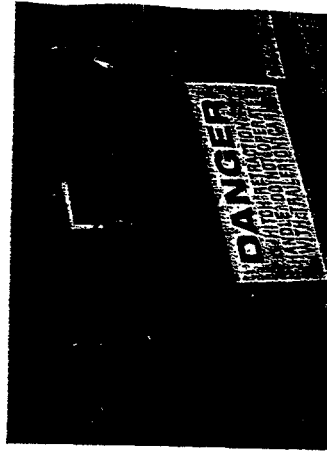


Auxiliary lock must be in place



Lower diagonal strut must be in position shown.

Hitch lock hook must be in position shown



2. Fixed Hitches

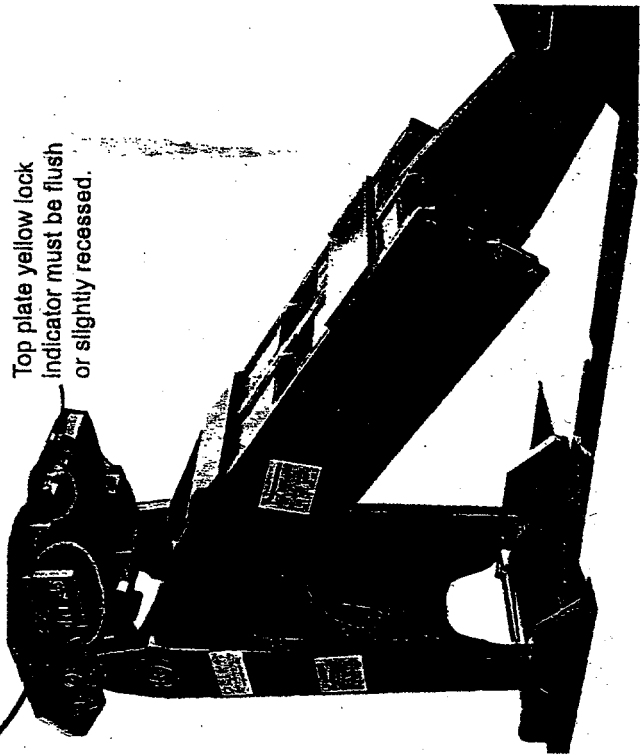
NRC 1 & 2 - Manufactured by Trinity Industries
(Pullman Standard)

Make sure kingpin is
in hitch!

Top locking handle must be for-
ward with the flag down.



Auxiliary lock must
be in place.



Top plate yellow lock
indicator must be flush
or slightly recessed.

Fixed Hitches (cont.)

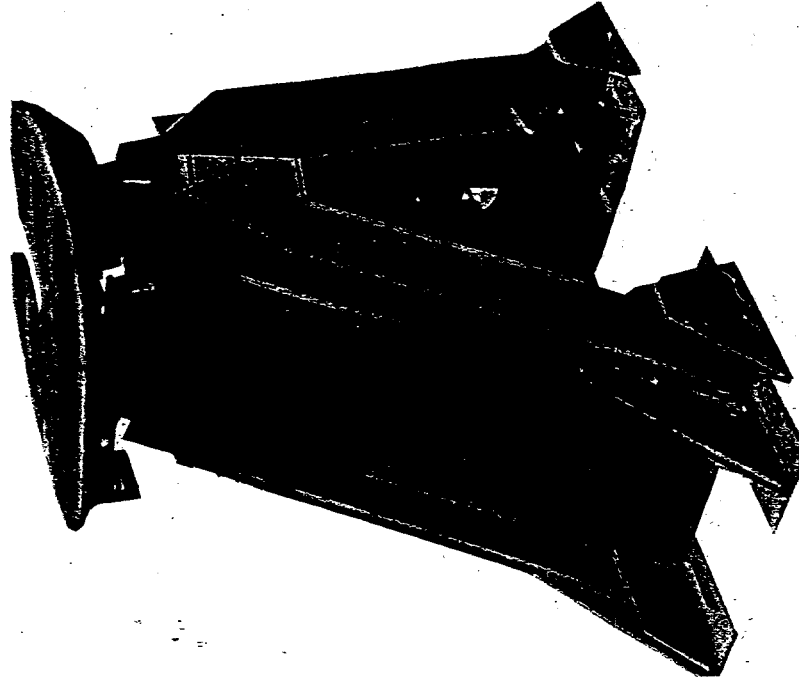
TT-2 Manufactured by TTX

Make sure kingpin is in hitch!



Top plate yellow lock indicator must
be flush or slightly recessed.

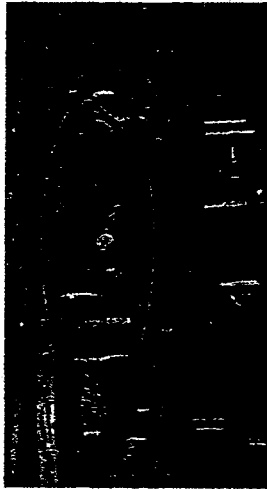
Auxiliary lock must
be in place



Fixed Hitch (cont.)

TT-5 Manufactured by TTX Company

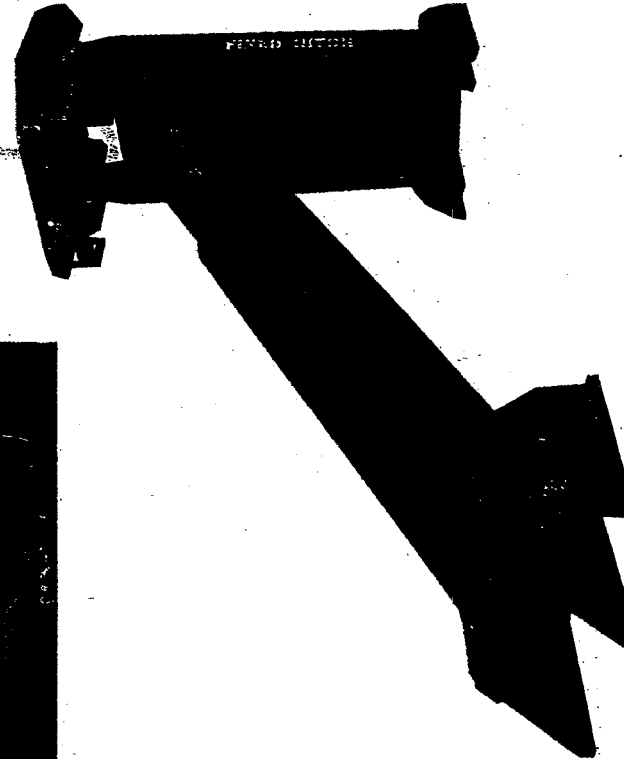
Make sure kingpin is in hitch!



Top plate yellow lock indicator must be flush or slightly recessed.



Auxiliary lock must be in place

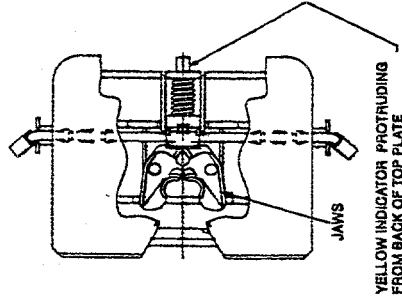


D. Semi-Automatic Hitches with Jaw Type Top Plates.

ACF manufactures hitches with rotating jaws. All rotating jaw type top plates are a version of the ACF Model 6 head. The sketch below shows a top view of the Model 6 with open unlocked jaws and closed locked jaws.

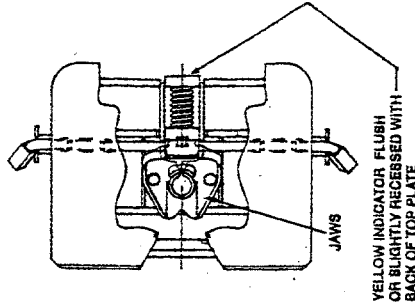
ACF MODEL 6 TOP PLATE

JAW TYPE - SEMI-AUTOMATIC OPERATION



JAWS
YELLOW INDICATOR PROTRUDING FROM BACK OF TOP PLATE

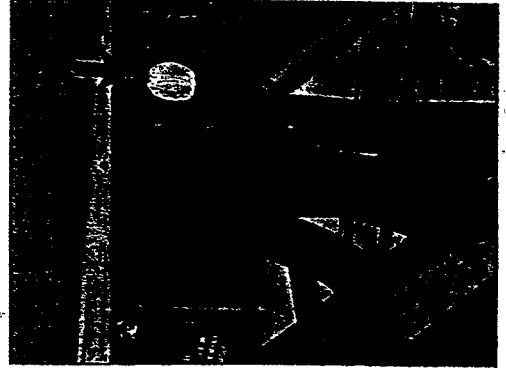
Jaws shown in unlocked position



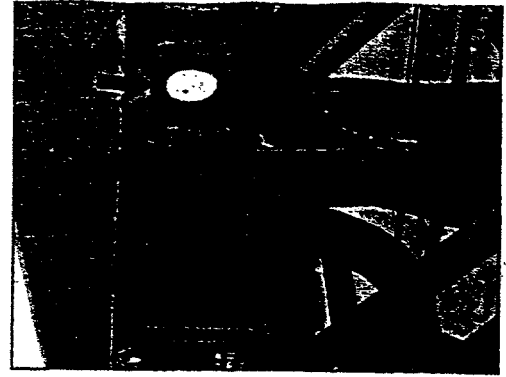
JAWS
YELLOW INDICATOR FLUSH OR SLIGHTLY RECESSED WITH BACK OF TOP PLATE

Jaws shown in locked position

The photographs below show the Model 6 top plate both in the unlocked position and locked position.



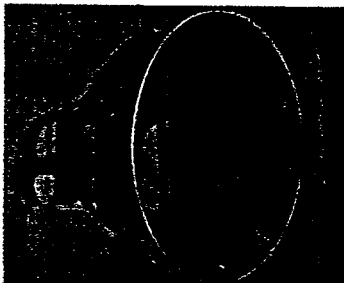
ACF MODEL 6
YELLOW LOCK INDICATOR PROTRUDING FROM BACKSIDE OF TOP PLATE
HITCH UNLOCKED



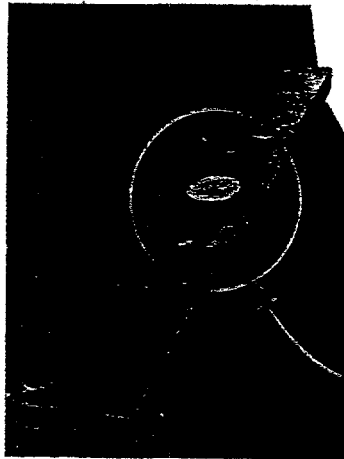
ACF MODEL 6
YELLOW LOCK INDICATOR MUST BE FLUSH OR SLIGHTLY RECESSED
HITCH LOCKED

**Removable
Pull-up type
ACF Model 6P**

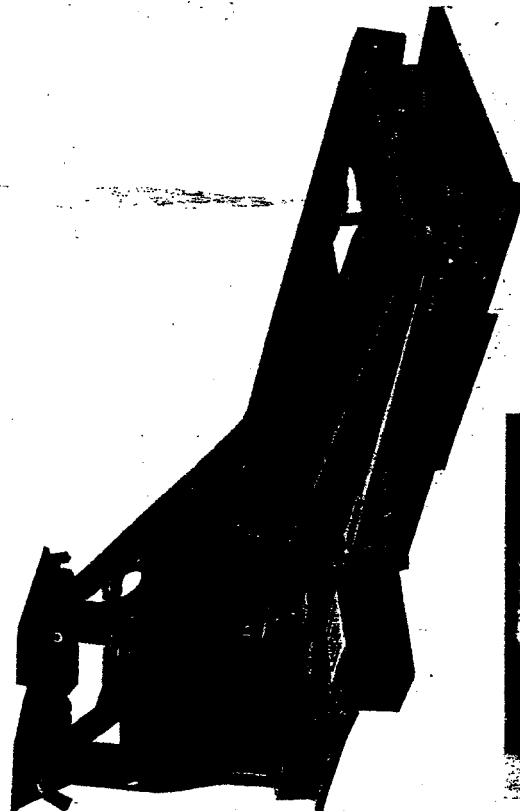
Make sure kingpin is in hitch!



Auxiliary lock must be in place.



Top plate yellow lock indicator must be flush or slightly recessed



Diagonal strut lock hooks must be positioned as shown



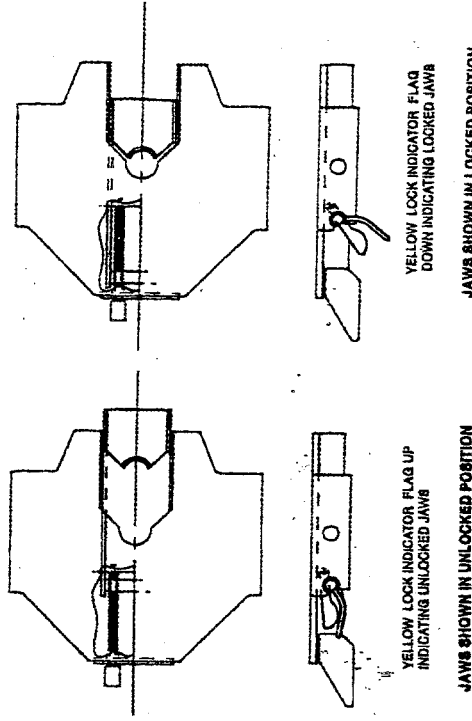
E. Hitches with Screw Type Top Plates

Screw Type or Wrench Operated Top Plates

There are two common versions of the screw type top plate in use. Both have the jaw arrangement shown in the figure below.

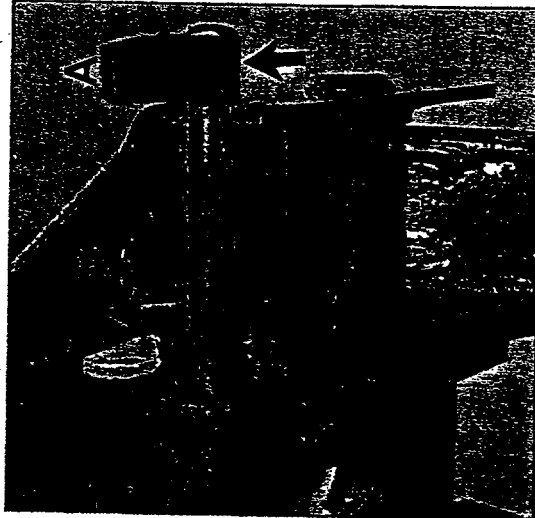
ACF Model 5

**ACF MODEL 5 TOP PLATE
SCREW OR WRENCH OPERATED**



ACF Model 5

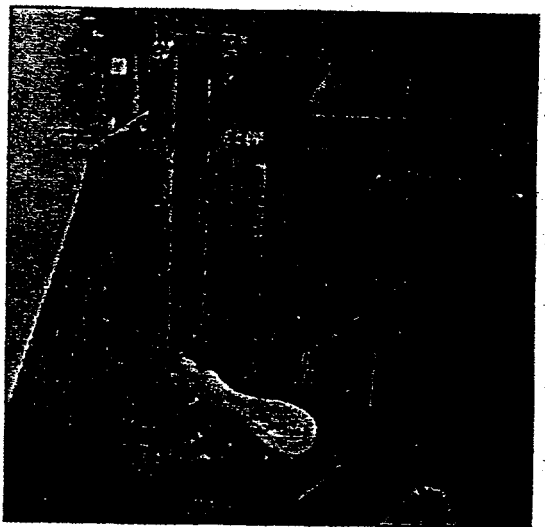
To lock this hitch, the lock screw must be moved inward to close the jaws around the trailer kingpin. When the jaws are positioned to clamp the kingpin the lock pin handle (A) is lifted and moved inward. The lock pin engages a series of holes in the top plate which locks the movable jaw in place. The yellow lock indicator flag (B) will drop into view when the lock is engaged.



ACF MODEL 5

Lock pin handle (A) is extended outward and not engaging movable jaw. The yellow indicator flag is in the upward unlocked position.

**HITCH
UNLOCKED**



ACF MODEL 5

Lock pin handle (A) has been moved upward and moved inward, properly engaging movable jaw. Yellow lock indicator (B) has dropped down.

**HITCH
LOCKED**

Retractable (cont.)

Screw type

ACF Model 5 (Non-Cushioned)

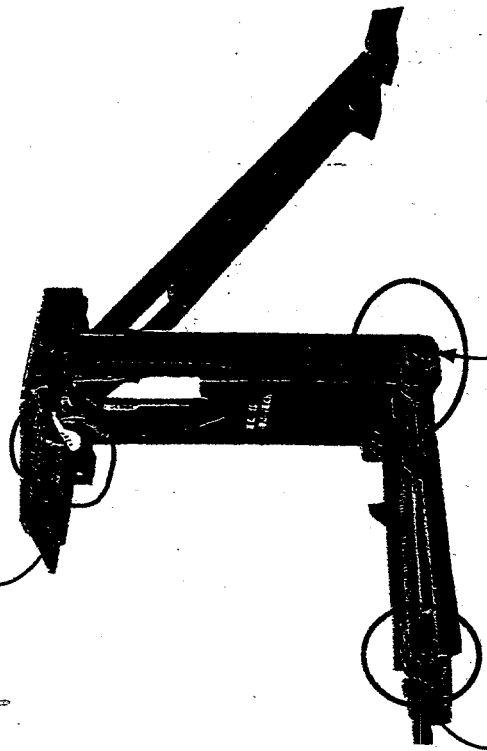


Movable jaw shown

Make sure kingpin is in hitch!



Movable jaw must be forward with rod passing through holes in both fixed and movable jaws. Yellow lock indicator flag dropped down.



Bottom movable yoke must be forward. Vertical strut must be secure in hold down hooks.

Retractable (cont.)

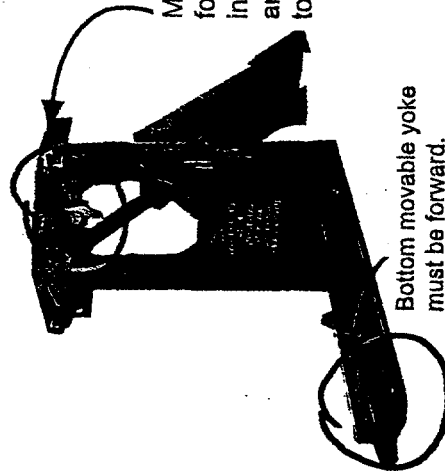
Screw type

ACF Model 5 (Cushioned)



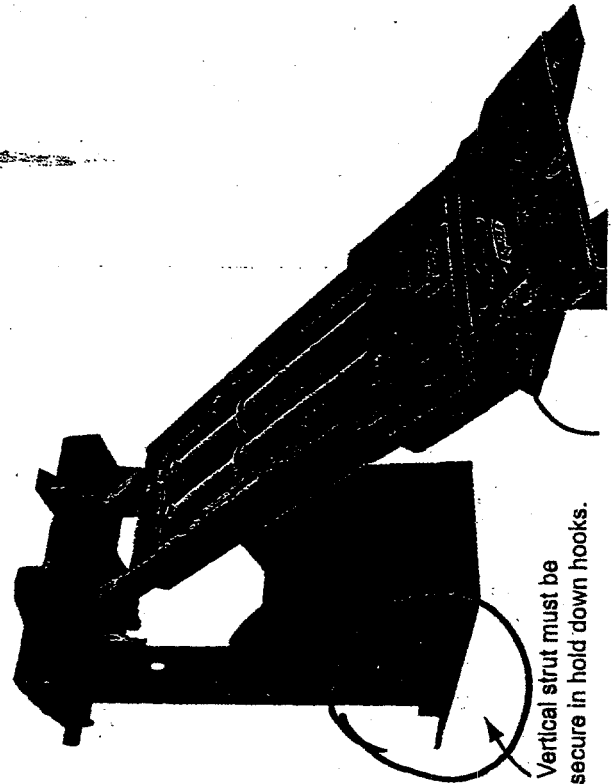
Movable jaw shown

Make sure kingpin is in hitch!



Bottom movable yoke must be forward.

Movable jaw must be forward with rod passing through both sides and yellow lock indicator flag dropped down.



Vertical strut must be secure in hold down hooks.

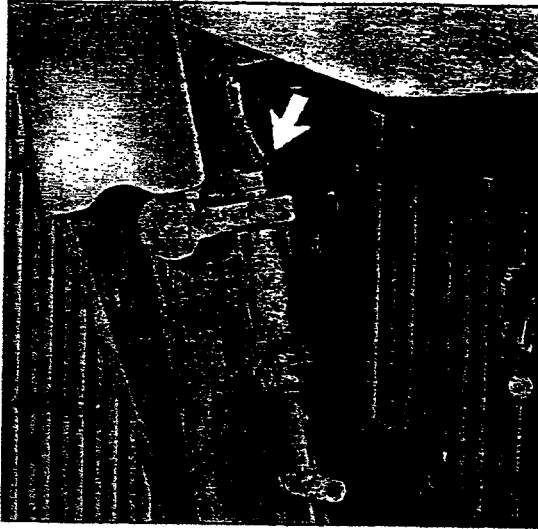
Bottom of cushion strut must not have white indicator flag up.

Retractable (cont.)

Screw type

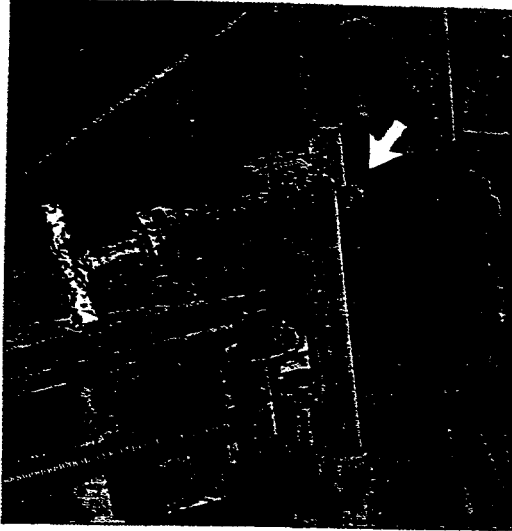
ACF Model 2

The Model 2 top plate can easily be identified by a "T" handle. In order to lock this top plate, the lock screw must first be turned inward to close the jaws around the trailer kingpin. When the jaws are fully closed the lock can slide over to the side, thus preventing the jaws from opening. The following views show the unlocked and locked positions.



ACF MODEL 2

"T" HANDLE
SHANK FLUSH
WITH LOCK PIN
STOP. LOCK PIN
DISENGAGED
FROM JAW
ASSEMBLY
HITCH
UNLOCKED

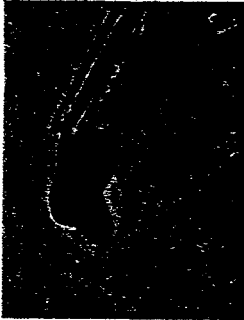


ACF MODEL 2

"T" HANDLE
SHANK ON INSIDE
OF LOCK PIN
STOP AND LOCK
PINS ENGAGED
HITCH
LOCKED

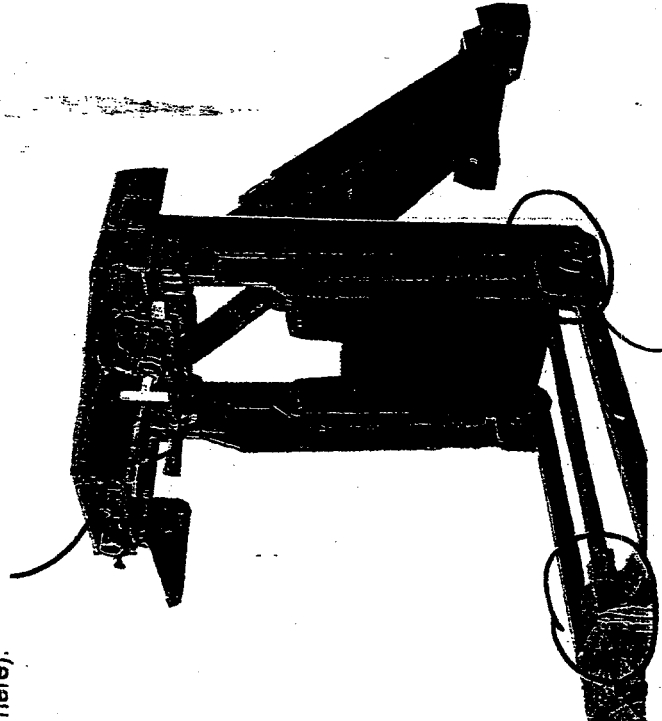
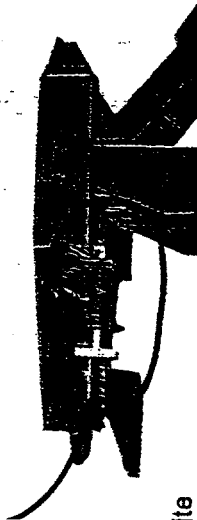
Retractable (cont.) Screw Type ACF Model 2

**Make sure kingpin is
in hitch!**



Movable jaw shown

Both pins must be engaged in movable jaw and slide plate held in place by "T" handle pin behind lock stop. ("T" handle highlighted in white here).



Bottom movable yoke must be forward.

Vertical strut must be secure in hold down hooks.

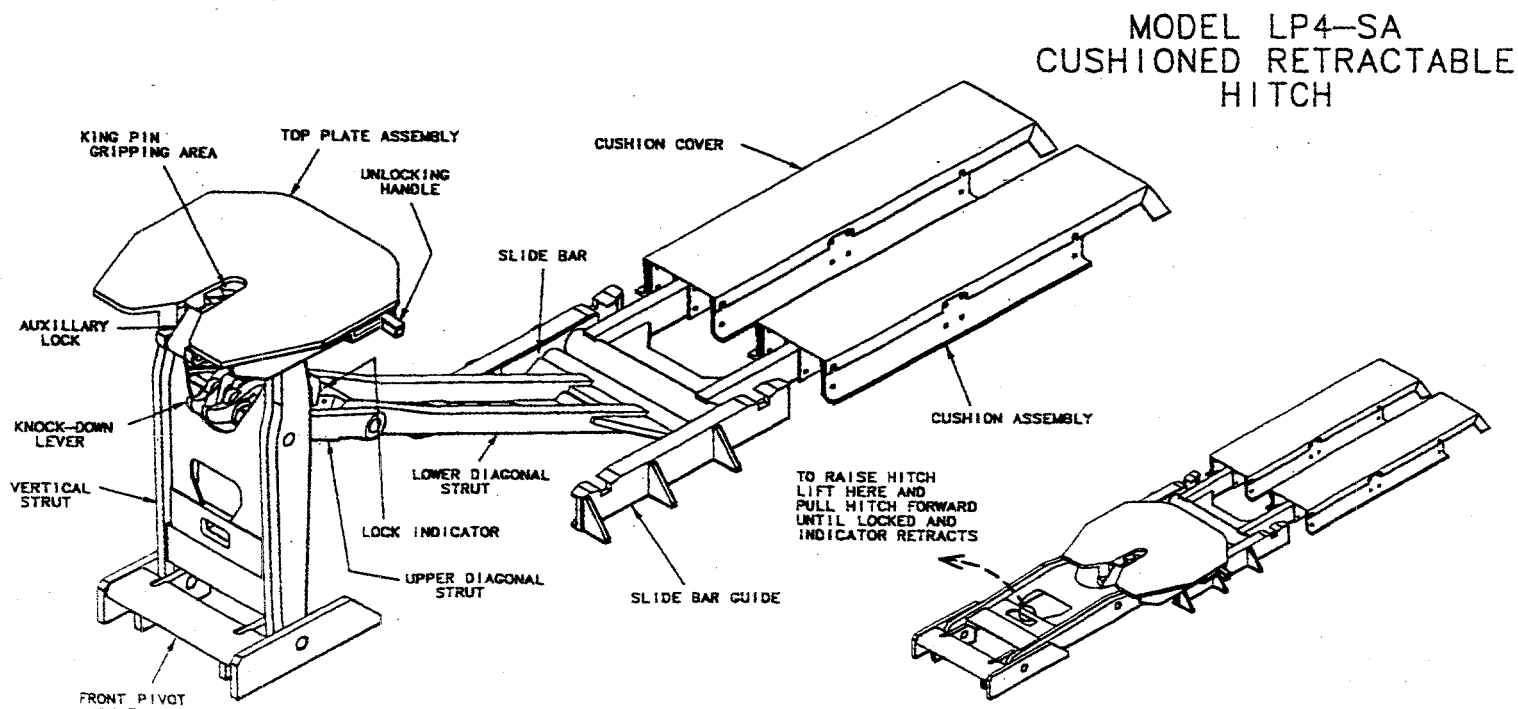
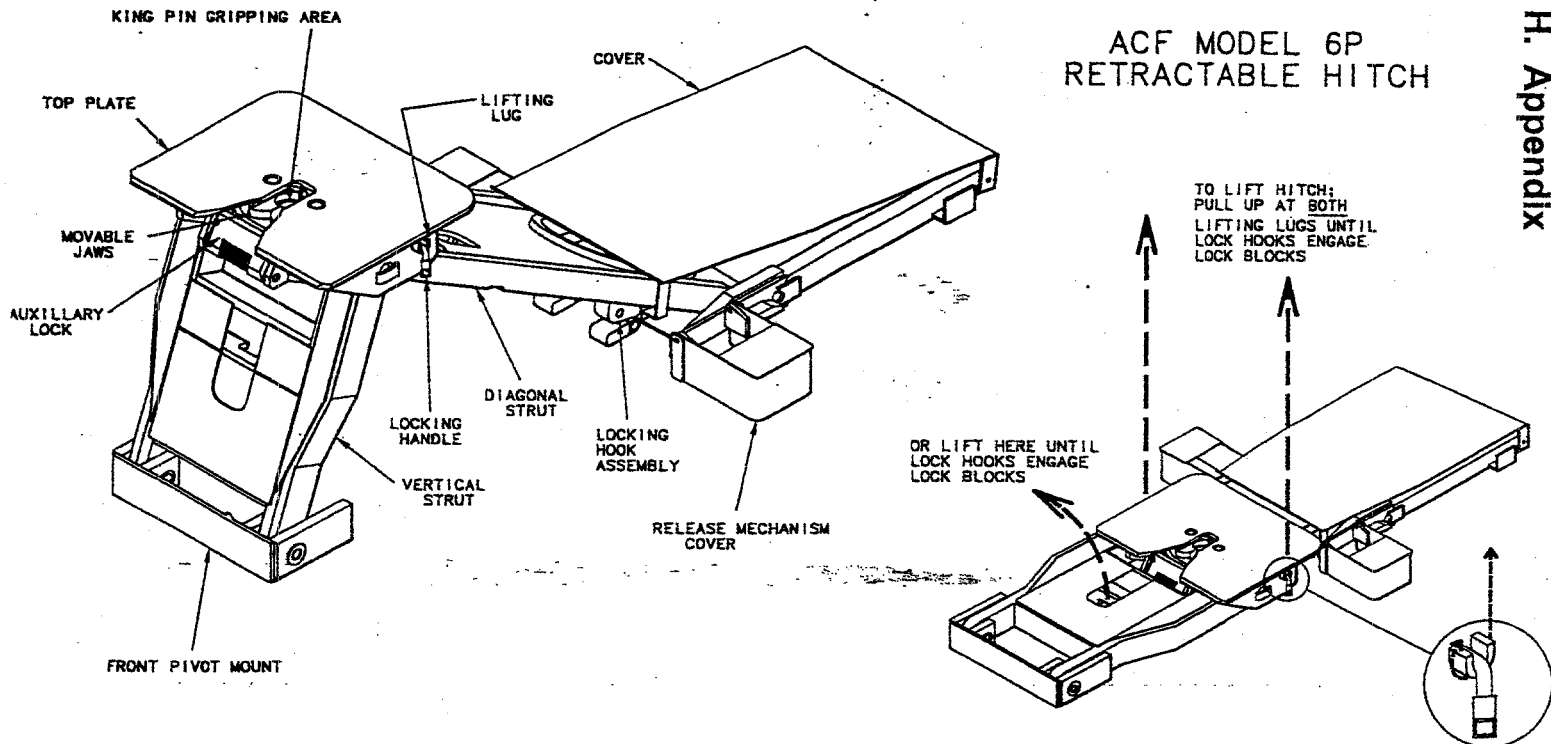
F. Container Securement Devices

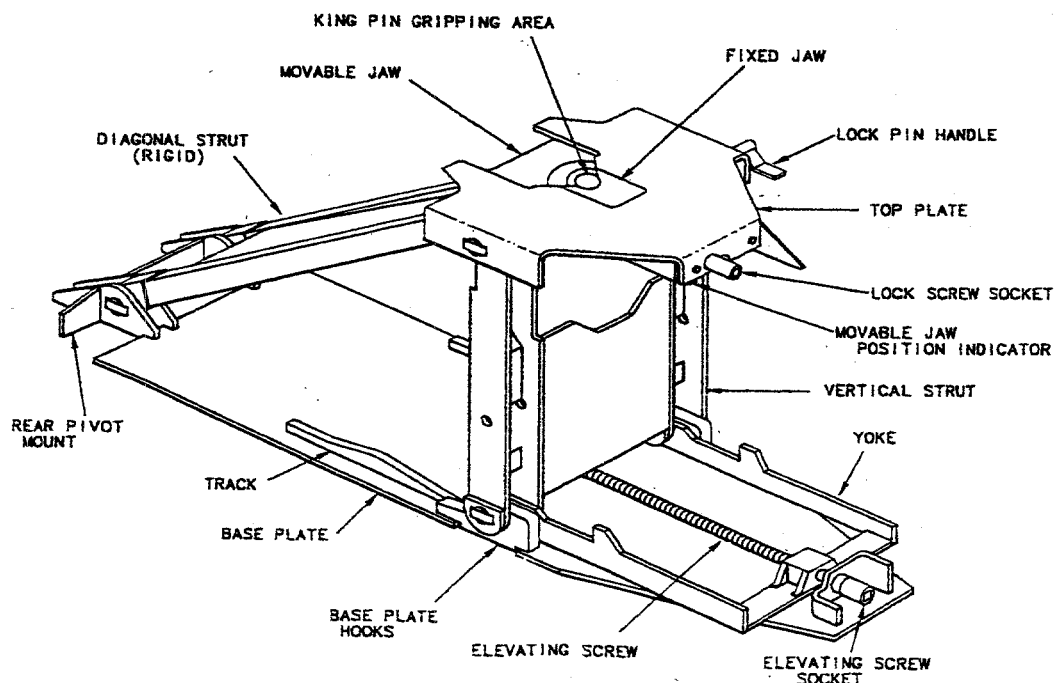
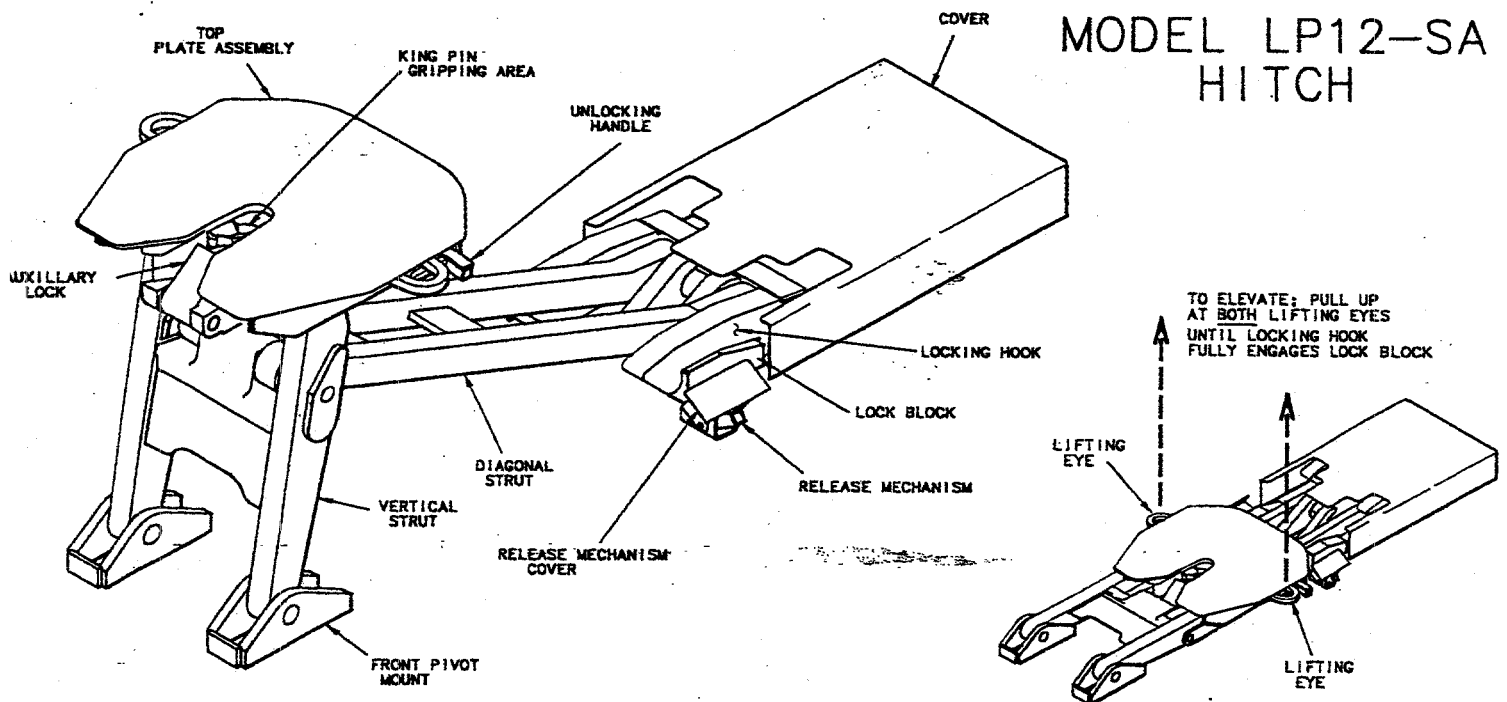
A variety of container securement devices are used on container-on-flat-car (COFC) type cars to support and secure containers during transit. Cars may be equipped with more than one type of container securement device. Consult your supervisor for information concerning container securement devices not presented in this manual. When containers are loaded, the following must be verified:

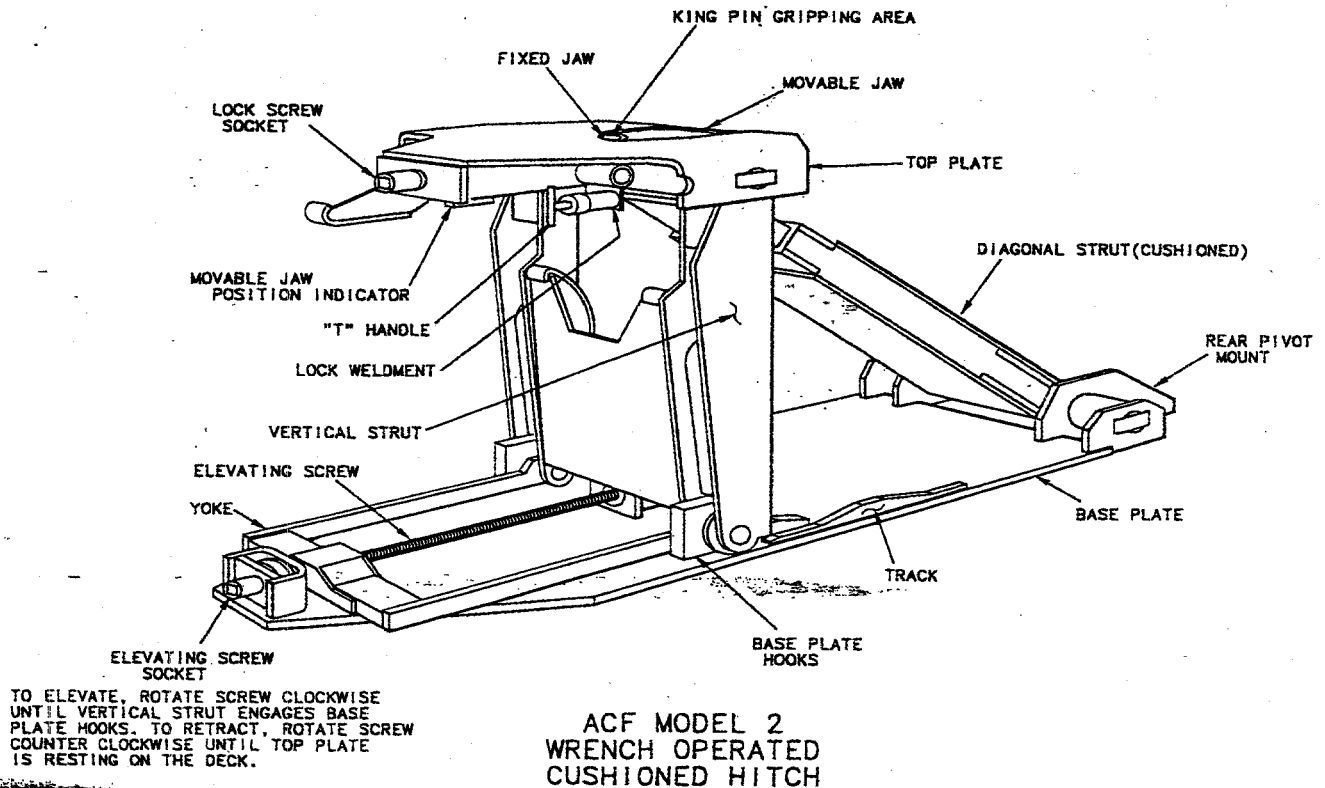
1. The container is sitting squarely on the restraints
2. Hooks or twist locks are engaged and holding the container at all four corners.

This section details the various types of container securement devices as listed below.

1. Interbox Connectors (IBC's)
2. Non Retractable Devices
 - a) Latch Type
 - b) Helical Automatic Twist-Lock Type
3. Retractable Pedestals
 - a) Dual Fold-Down Type
 - b) Single Latch Fold-Down Type
 - c) Fold-Down, Multi-Location Type







Order Form

Please send me the following materials (please check all that apply):

- ☐ 2 copies of the Intermodal Trailer and Container Securement Manual at \$15 (English version only)
- ☐ Additional copies at \$10 each
- ☐ Copies of the Spanish edition of the Intermodal Trailer and Container Securement Manual at \$10 each
- ☐ Copies of the Trailer Hitch Wall Poster at \$10 each
- ☐ A free copy of the AAR Publications and Services Catalog
- ☐ Information on subscribing to AAR Technical Services Circular Letters
- ☐ Copies of the Container Securement Information Poster at \$10 each
- ☐ Copies of the Intermodal Trailer Loading & Securement Video at \$30 each
- ☐ Copies of the Intermodal Container Loading & Securement Video at \$30 each

(There is a \$5 handling charge on all orders and includes one ship-to address. Add \$5 shipping for each additional ship-to address.)

Name: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____



For telephone orders, please call toll free 877-999-8824.

Fax requests (credit cards only) to Publications FAX 719-584-2157

**NORFOLK SOUTHERN RAILWAY COMPANY
INTERMODAL OPERATIONS MANUAL**

Exh C

SECTION: SAFETY

Effective: April 15, 1995

**SUBJECT: Loading & Securement, Training - Safe Movement of
TOFC/COFC Units on Intermodal Rail Cars**

LOADING & SECUREMENT

A. General

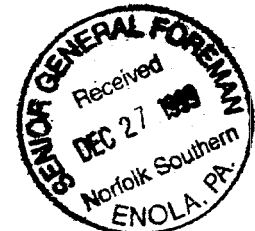
A trailer is properly loaded onto car when hitch is in a vertical position and locked into place, locking jaws are properly secured to the trailer kingpin, landing gear legs clear deck of car by no less than four (4) inches, wheels of trailer are properly positioned on car so that wheels do not overhang the sides of car and are not sitting on rub rail, no part of trailer overhangs car striker in excess of five (5) inches, and loading configuration restrictions are observed.

A container on chassis (TOFC) is properly loaded on car when hitch is in a vertical position and locked into place, locking jaws are properly secured to the chassis kingpin, landing gear legs clear deck of car by no less than four (4) inches, wheels of chassis are properly positioned on car so that wheels do not overhang the sides of car and are not sitting on rub rail, no part of unit overhangs car striker in excess of five (5) inches, all four corner locks that secure container to chassis are in a locked position, and loading configuration restrictions are observed.

A container without chassis (COFC) is properly loaded onto car when all four corners of container are firmly seated inside the stanchions or securing devices, all locking pins or other locking mechanisms are securely locked, and loading configuration restrictions are observed.

A stacked container is properly loaded on car when loading configuration restrictions (position on car, weight distribution, height clearance for route traveled, etc.) are observed, and container is securely locked onto car or another container at all four corners with InterBox Connectors (IBC) or with other approved securing devices.

A loaded flatbed trailer, open-top trailer, or stake container is properly loaded on car when loading configuration restrictions (lading height, width, length, blocking, bracing, lading tie-down devices) have been inspected and approved by the Mechanical Department, prior to loading, and other loading requirements (as stated above for trailers or containers) have been complied with.



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**SUBJECT: Loading & Securement, Training - Safe Movement of
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LOADING & SECUREMENT (Continued)

A. General (Continued)

An empty flatbed trailer or any other type of open equipment is properly loaded on car when all loose debris has been removed from the equipment and all chains, binders, and other materials have been properly stored in storage boxes or secured to the equipment in a manner acceptable to the Mechanical Department, when other loading requirements (as stated above for trailers or containers) have been complied with, and loading configuration restrictions are observed.

B. Conventional Cars

1. Do not load a defective piece of equipment. If in doubt about the condition of a kingpin, corner lock, or any other part of the equipment, contact a supervisor.
2. Pins securing detachable bogie or chassis to trailer or container must be in place and securely locked before loading.
3. Doors on trailers and containers must be securely closed before loading.
4. Do not load a car with a defective hitch. The car must be bad ordered.
5. **Hitch weight restrictions, 65,000 pounds.**
Maximum weight on car, shown on side of car, must be observed.
6. Under no circumstances should a defective trailer (TOFC) hitch on a TOFC/COFC car be lowered so that the car can be loaded with COFC containers. The car must be bad ordered. (NOTE: This is a new loading rule enacted by the railroad industry effective April 1995.)
7. Crane operators/groundmen should determine that TOFC hitches are fully erect and jaws are open before loading begins. When it is necessary to open the hitch jaws manually, always determine first that the hitch is fully raised in order to avoid accidental knockdown.
8. Any snow, ice, or debris that may prevent complete locking of a hitch must be removed.

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LOADING & SECUREMENT (Continued)

B. Conventional Cars (Continued)

9. Landing gear legs must be raised a minimum of four (4) inches above the deck of the car (this is especially critical on cars that have guide rails down the center of the car).
10. Make sure that equipment is not setting on any obstruction. Container pedestals not being used must be recessed so that they will not obstruct TOFC loading.
11. TOFC units must be centered on car so that tires are not sitting on center or outside guide rails and no part of equipment is overhanging the side of the car.
12. Equipment must not overhang the car striker in excess of five (5) inches.
13. Single TOFC units must not be placed on the A-end of the car if they are going off-line. They must be placed on the B-end hitch (so wheels are toward center of car). Single TOFC units may be loaded on either hitch if moving on-line. Exception: RTTX cars can be loaded on middle hitch.
14. Do not load a single 20' COFC container on the end position of a multiple-unit container car (this may raise the coupler on the other end of the car higher than the AAR-approved maximum coupler height).
15. Forty-eight (48) foot TOFC units, or longer, cannot be loaded on articulated flat cars (such as a TTFX car) that is designed to handle equipment forty-five foot or less, unless the adjacent hitch is lowered (as with TTAX cars).
16. Screw-type hitches - TOFC unit should be moved forward until the front of the king pin is against the face of the fifth-wheel hole.

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LOADING & SECUREMENT (Continued)

B. Conventional Cars (Continued)

17. Automatic hitches - After shifting the TOFC unit to the rear with sufficient force to lock the king pin in place, shift the TOFC unit in the opposite direction against the locking jaws to determine that the jaws are locked. If the TOFC unit moves out of the locking jaws, the complete locking procedure should be repeated. If the TOFC unit does not lock on the second try the car should be bad ordered and not used until inspected and released by the Mechanical Department.

18. Immediately after a TOFC unit is loaded onto a car, the crane operator (unless operating from above the units) should make a visual inspection to be sure that:

- a. The king pin is inside the hitch lock.
- b. The king-pin lock is securely around the king pin.
- c. The lock pins are in proper position and the lock indicators show locked and are in the proper position.

If crane operator is operating from overhead, a qualified groundman must make the visual inspection.

19. Immediately after a COFC unit is loaded on a conventional car (stacks will be discussed later), the crane operator (unless operating from above the units) should make a visual inspection to be sure that:

- a. Container pedestals are in the correct notch and container corners are firmly seated inside pedestals.
- b. Container pedestal locks are fully in the locked position, and not broken, on all four (4) corners.

If crane operator is operating from overhead, a qualified groundman must make the visual inspection.

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LOADING & SECUREMENT (Continued)

B. Conventional Cars (Continued)

20. Before releasing the track to be pulled, a supervisor or qualified, designated, person (if possible, someone other than the person who loaded the equipment) must make a final visual inspection to determine that all units are properly loaded and secured to the car and that units with hazardous placards are identified.

21. The person making the final visual inspection must walk the track, instead of riding in a vehicle, so that a thorough inspection can be made underneath TOFC units and on both sides of COFC units. Adequate lighting must be used when making the inspection.

22. With the SIMS computer system, the final inspection information is entered direct into a hand-held device and then transmitted to the computer data base where the information is compared against the computer Load Plan. The hand-held asks, by specific equipment numbers, if the hitch is locked. Cars will not be released until the hitch-lock check has been performed on every unit. The SIMS hitch-lock check screen also serves as a final opportunity to note any damage to railcars or equipment before release. Release from the Intermodal track will not be permitted (a warning message will appear) if any of the cars or equipment have not been released from a bad-order status. The password of the person "signed in" on the hand-held device is recorded in the computer, however the Load Planning person should write the name of the person who made the final inspection on the printed copy of the Switch List.

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LOADING & SECUREMENT (Continued)

C. Stack Car Loading - At some locations, loading plans for stack-car loading are prepared by the steamship companies to cover their own shipments. While the plans prepared by the steamship companies, or their agents, are to be accepted as the "proposed Load Plan", railroad personnel and/or contractor personnel (depending on the specific location) **are not** relieved of responsibility for thorough Ingate inspections, proper Loading & Securement, detailed Pre-departure Hitch Inspections, and for compliance with all rules (except weights) to insure safe transportation to destination.

1. Before a loaded stack car is released for pulling from the Intermodal track, a final visual inspection by a supervisor or designated, qualified person is to be made to determine that:

- a. Car is not over height to clear to its destination.
- b. All IBC or other locking devices are locked.
- c. Car and/or containers are not leaning due to improper loading or obstructions.

2. Prior to loading a container in a stack-car well, the well is to be inspected to make sure it is clear of ice, snow or debris. If there is a buildup of ice or snow in the well, it must be removed so the container can set flush.

3. When loading the well of a car, the seating of the container must be checked to make sure it is not positioned on top of the guides, spacers or pyramids.

4. Walking on stack cars prohibited except where catwalks are provided.

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LOADING & SECUREMENT (Continued)

C. Stack Car Loading (Continued)

5. The Interbox Connectors must be stored in the slot provided on each car for them. When not in use, they are not to be left lying on the walkway or loose on the car.
6. Each IBC must be checked to make sure it is locked before movement of car. It is possible to install the IBC upside down. The pyramid side must be up with the rectangle or square side down.
7. A full compliment of IBC's are to stay with each car or section at all times. If only the well is loaded, the IBC's must move with the car to destination.
8. **Hazardous Placards** must be visible on the front, rear, and both sides of all containers loaded on stack cars. The placards must not be positioned so low that they will be concealed by the car side. If placards on low-side containers cannot be seen, then placards must also be applied to the sides of the car.
9. Twenty-foot containers can only be loaded in the bottom of sections so marked. A single 20-foot container in a section is prohibited.
10. Loaded and empty containers must be loaded in a manner that will distribute the weight throughout all sections of the car. Example: If there are five 40-foot loads and five 40-foot empties, the loads should be placed on the bottom of each section and the empties on top -- not two empties stacked in same section and two loads stacked together in another section.
11. It is permissible to place loaded containers weighing up to 43,000 pounds gross weight over empty containers on all single or multiple deck stack cars except series DTTX 54000-54074 cars, which are restricted to a 40,000 pound gross weight container loaded over an empty container.

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LOADING & SECUREMENT (Continued)

C. Stack Car Loading (Continued)

12. When two loaded containers are stacked in one section, the heaviest container should be on bottom (size and other load restrictions permitting).

13. Maximum loaded weight (containers plus lading) must not exceed the stenciled load limit or any other more restrictive limits.

14. Full side open-top containers may be loaded on the bottom or top level, if not out of profile. Forty-foot flat containers may be loaded on top if approved by the Mechanical Department. Flat rack containers are not to be loaded on the bottom with other containers on top. Flat racks may be loaded on the bottom with nothing on top.

15. Refer to the stenciling on side of each car to determine the size of container permitted in each well.

16. To compute height of a loaded double-stack car above top rail (ATR), use the following formula: Top of rail to bottom of car = 11"

Allowance for IBC = 3"

Plus height of both containers _____

= Total height ATR

Normally the height is marked on the container. If it is not, the container should be measured. The Intermodal Equipment Register is not always correct.

17. **Car Restrictions** - 125-ton truck articulated stack cars are restricted on certain areas of the NS. Weight limitations are in place on some routes. Written permission must be obtained from the Transportation Control Center, Atlanta, prior to movement over a route not previously authorized.

18. To run a car, the A (end,) and B (end) sections (wells) must be loaded.

XXXXXX XXXXXX
A E D C B

NORFOLK SOUTHERN RAILWAY COMPANY INTERMODAL OPERATIONS MANUAL

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**SUBJECT: Loading & Securement, Training - Safe Movement of
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LOADING & SECUREMENT (Continued)

C. Stack Car Loading (Continued)

19. When insufficient containers are available to fill all positions on an articulated double stack car, the following loading pattern should be used - lowest numbered positions to be filled first:

<u>7</u>	<u>10</u>	<u>8</u>	<u>9</u>	<u>6</u>
<u>2</u>	<u>5</u>	<u>3</u>	<u>4</u>	<u>1</u>
A	E	D	C	B

D. Tank Containers & Trailers

Is this rule current?

→ 1. Tank Containers placarded **Hazardous** are prohibited from moving on any car that does not have end-of-car cushioning.. This means that tank containers with hazardous placards may move only on conventional Intermodal cars with cushioning. Such shipments **may not** be moved on articulated stack cars, on spine cars, or on single-well stack cars.

*Sign of tethering
+ location. DOT*

→ 2. Tank Containers must be marked "AAR 600" to indicate that owner has certified compliance with the AAR specifications.

3. TOFC loading of non-regulated commodities is authorized on certified AAR M-943 chassis.

4. AAR M-931 specification tank trailers carrying placarded commodities, or other commodities regulated by the Department of Transportation, are prohibited in TOFC service.

5. Intermodal Tanks containing hazardous materials must not be accepted in interchange, or moved in a train, unless the DOT proper shipping name of the material is legibly marked on two opposing sides of the tank and this proper shipping name matches the one shown on the hazardous materials shipping paper for the tank.

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TRAINING

A. The following Training/Information materials are to be considered a part of the Intermodal Operations Manual:

- 1. The Intermodal Securement Handbook that has been prepared by the NS Mechanical Department.**
- 2. An Intermodal Trailer and Container Securement Manual that was originally prepared and distributed by the Association of American Railroads (AAR) in March 1995.**
- 3. An Inspection for Locked Position poster, also originally prepared by the AAR in March 1995.**
- 4. Two TOFC & COFC Securement Videos that are being prepared by the AAR and will be distributed in May 1995.**
- 5. The AAR Interchange Rules for Trailer/Container-On-Flat-Car (TOFC/COFC) Service. This Manual, published by the AAR Mechanical Division, governs the interchange of, repairs to, and settlement for, trailers and containers used in TOFC/COFC service.**
- 6. The Intermodal Rules Circular No. 1-A issued by NS Vice President Intermodal.**

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TRAINING (Continued)

B. Use of Training/Information Materials

Since the Ingate Inspection, Loading & Securement, and Pre-departure Hitch-Inspection functions at NS Intermodal locations may be performed by railway carmen, railway clerks, or contractor personnel (depending on the specific location), the following procedure will cover use of this **TRAINING** portion of the **SAFETY** section of the **INTERMODAL OPERATIONS MANUAL** and of the **Training/Information Materials** listed in Item A (1 thru 6) above.

1. All railroad employees who have direct or supervisory responsibility for the Ingate Inspection, Loading & Securement, Training - Safe Movement of TOFC/COFC Units on Intermodal Rail Cars (not necessarily "inclusive") must be furnished with a copy of, or have immediate access thereto, each of the following:
 - a. NS Intermodal Securement Handbook
 - b. AAR Intermodal Trailer and Container Securement Manual
 - c. AAR Interchange Rules for Trailer/Container-On-Flat-Car (TOFC/COFC) Service
 - d. NS Intermodal Rules Circular 1-A
 - e. This entire **SAFETY** section of the NS Intermodal Operations Manual
2. All railroad employees who have direct or supervisory responsibility, as set forth in B (1) above, must view the two AAR TOFC & COFC Securement Videos.
3. A copy of the AAR Inspection For Locked Position poster must be permanently displayed in a prominent location at each Intermodal location so that it can be referred to by all personnel, railroad or contractor.
4. The NS Intermodal Supervisor responsible for Intermodal operations at an Intermodal facility (or facilities) is responsible for the following:
 - a. Insuring that each railroad employee responsible for direct or supervisory duties, as set forth in B (1) above, has been adequately trained to perform such duties.

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TRAINING (Continued)

B. Use of Training/Information Materials (Continued)

b. Insure that the Training/Information materials set forth in B (1 thru 3) above have been distributed, viewed, or posted (as required) and that a written record is maintained to show:

Name of railroad employee, Intermodal location, and date that materials set forth in B (1)(a,b,c,d,e) were distributed to the employee or that the employee was made aware of the "immediate access" location for those materials.

Name of railroad employee, Intermodal location, and date that the two AAR TOFC & COFC Securement Videos were viewed by the employee.

Intermodal location, date, and location within the Intermodal facility that the AAR Inspection for Locked Position poster is placed.

Maintain a Master List of railroad employees/supervisors and indicate the specific safety-related duty, or duties, that the person is qualified to perform: Ingate Inspections, Loading (conventional), Loading (stacks), Pre-departure Hitch Securement Inspection (conventional and/or stacks) etc.

5. Trailer and Container Hitch Inspection Car (TTX 106) is made available, on a Regional basis, on a schedule prepared by the NS Mechanical Department, Manager Training. This Instruction Car is set up to provide hands-on training concerning the various types of hitches found on conventional Intermodal cars. Railroad Intermodal Supervisors and Contractor Supervisors are encouraged to take maximum advantage of this training resource, for themselves and fellow employees, when the car becomes available.

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TRAINING (Continued)

C. Contractor Use of Training/Information Materials

1. NS Intermodal Supervisors should give copies of the Training/Information Materials listed in B(1 thru 3) above (including a copy of this entire SAFETY section of the NS Intermodal Operations Manual) to the Contractor Supervisor at those Intermodal locations where a contractor is responsible for one, or more, of the duties of Ingate Inspection, Loading, Securement, Pre-departure Hitch Inspection. The Contractor Supervisor will then be fully aware of the procedures established by the railroad to insure the protection of lives and property through a safe, effective Intermodal transportation system.

2. While some of the Training/Information Materials pertain to industry standards, other procedures (as set forth in the NS Intermodal Operations Manual) may set a standard that is higher than that proposed by the railroad industry. For that reason, contractors should be encouraged (**but can not be required**) to feel free to incorporate any of these training materials into their training programs at those NS Intermodal facilities where they have the contractual responsibility for insuring that trailers/containers/chassis are properly received, inspected, safely loaded, properly secured, and thoroughly inspected before being released for departure from the Intermodal track.

3. Contractor supervisor should also be encouraged to maintain a Master List of contractor employees/supervisors who are qualified to perform the Gate Inspections, Loading, Securement, Pre-departure Hitch Inspections.

4. Contractor should not permit any person who has not been qualified to perform the safety-related functions listed in Item 3, above, to perform such functions.

Norfolk Southern Intermodal Operations Manual

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Norfolk Southern Intermodal Operations Manual

Section 1: Introduction**Overview****Purpose**

The purpose of this Norfolk Southern (NS) Intermodal Terminal Operations Manual is to provide Intermodal Terminal information for:

Type of Information	General Description
Principles	<ul style="list-style-type: none"> • rules that must be followed, and • operational guidelines defining the limits of what may or may not be done.
Facts	<ul style="list-style-type: none"> • specific measurements • scheduled events • specific events • types of equipment, and • definitions of terms and acronyms.
Processes	<ul style="list-style-type: none"> • what happens, over time, and between departments or work areas • when events occur and circumstances that generate operational events • who's responsible for what, and • general description of how operational tasks happen (not how to do them).

What's not included

This document contains limited procedural information (how to do a task). It also refers you to other Norfolk Southern documents that contain specific steps, actions, and decision-making information for procedures that must be completed properly to insure successful Intermodal Terminal operations.

Who should use

All NS Intermodal Terminal Operations managers, contract managers, and supervisors are responsible for understanding and implementing the policies and processes provided in this document. They also are responsible for communicating this information to all employees and contractors who work on Intermodal Terminal properties that service NS customers.

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Overview, Continued**Requesting changes**

If you have any questions, corrections, or requests for additional information, please contact the Intermodal Department or submit an Operations Manual Change Request form (Xerox a copy of the form in Appendix A, complete it, and forward it using the instructions on the form).

Revisions

This manual will be revised from time to time. When it is revised, only the changed page/pages will be distributed to "controlled copy" document users. Each changed page includes the date the change was released in the lower left corner. The procedure for removing and replacing pages will be provided with the change pages.

If you are concerned that your copy of the document is not up to date, please contact the Intermodal Department to request a listing of changed pages and the dates each page was issued as a changed page.

Controlled copy audit

In order to maintain control and data integrity of the Operations Manual, the controlled copies of the Operations Manual are subject to periodic internal and external audits. The Intermodal Department maintains a Document Control List which includes the name of the employee who received a controlled copy of the document along with his/her unique document control number.

Employees on the Intermodal Terminal Operations Manual Document Control List are responsible for maintaining a complete, fully updated copy of the manual. If an auditor encounters a controlled copy of the Operations Manual that is not complete and up to date, the auditor notates a non-compliance and the employee who's name is assigned to that document control number will be responsible for the non-compliance with NS standards.

Non-controlled copies

NS realizes that managers and supervisors may Xerox all or portions of this Operations manual to conduct local training sessions, etc. Before Xeroxing, you must write or stamp "non-controlled copy" on each of the pages that you copy. If you do not do so, the copied information is subject to the same audit requirements as the controlled copy. The person who's name appears on the Controlled Copy List for that unique document control number will be held responsible for Xerox copies not marked appropriately.

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Section 2 Safety

Overview

Purpose

The purpose of this section is to provide general information related to safety at Intermodal Terminals. Specific safety guidelines for various job responsibilities are discussed in the section information for the job. For example, safety guidelines specific to Gate Clerks, Crane Operators, and Groundmen are discussed in the Outside Operations section in the topic information for each of these job titles. Detailed information about safety for contractors is provided in Section 10 of this document.

Objectives

After reviewing the information in this section, you will be able to:

- list the main topics which should be discussed in a safety meeting
- identify the types of activities employees and contractors should engage in to ensure personal safety
- state when employee discipline for unsafe work habits is appropriate, and
- identify the documents which provide safety related information and procedures that must be used at Intermodal Terminals.

In this section

These are the topics provided in this section.

Topic	See Page
Safety Program	6
Safety Information: Employees	7
Safety Information: Contractors	9
Safety Communications	11
Safety Recognition	13
Enforcement	14
Hearing Safety Requirements	16
Blue Flags and Blue Lights	17
Rail and Tank Security Service Protection	18
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Safety Information: Employees

Resource policy All railroad employees who have direct or supervisory responsibility for the Ingate Inspection, Loading and Securement, and training of others in the safe movement of TOFC/COFC units on Intermodal rail cars must be furnished with a copy of or have immediate access to the documents and materials specified.

Documents and materials All managers and supervisors, both employees and contractors, are responsible for reviewing and implementing the policies and procedures in the following documents and materials:

Document	Source
Intermodal Terminal Operations Manual (this document)	Intermodal Operations
Intermodal Securement Handbook	NS Mechanical Department
Intermodal Trailer and Container Securement Manual	Association of American Railroads (AAR) 3/95
Inspection for Locked Position (poster, prominently displayed)	AAR
TOFC and COFC Securement videos	AAR
AAR Interchange Rules for Trailer/Container-on-Flat-Car (TOFC/COFC) Service	AAR
Intermodal Operations Rules Circular	Intermodal Operations
SIMS Support Manual (Field Version)	Intermodal Training Coordinator
SIMS CBT programs	Intermodal Training Coordinator

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Safety Information: Contractors**Policy**

The NS Division Manager is responsible for giving all contract supervisors the following safety information documents and materials at facilities where a contractor is responsible for ingate inspection, loading and securement, pre-departure Hitch Inspection:

Document	Source
Intermodal Terminal Operations Manual (areas pertinent to contract responsibilities)	Intermodal Operations
Intermodal Securement Handbook	NS Mechanical Department
Intermodal Trailer and Container Securement Manual	Association of American Railroads (AAR) 3/95
Inspection for Locked Position (poster, prominently displayed)	AAR
TOFC and COFC Securement videos	AAR
AAR Interchange Rules for Trailer/Container-on-Flat-Car (TOFC/COFC) Service	AAR
Intermodal Operations Rules Circular	Intermodal Manager - Contracts
SIMS Support Manual (Field Version)	Intermodal Training Coordinator
SIMS CBT programs	Intermodal Training Coordinator

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Safety Communications

Purpose	Safety must be continuously promoted until it becomes a frame of mind and a way of life at Intermodal Terminals. The employee and contractor supervisors must not only speak about the importance of safety, but must live it as well.
Safety promotion	Intermodal Terminal managers and supervisors are responsible for ensuring that safety is frequently promoted via posters, slogans, banners, films, slides, videotapes, and even safety competitions among employees. The employee and the contractor supervisor must have the basic elements of NS's safety program in mind as well as a commitment to fully implement the program.
Safety meetings	<p>Intermodal Terminal managers and supervisors are required to support monthly safety meetings. These meetings should be scheduled by contractor(s) and all employees should be expected to attend and participate. Meeting discussion subjects could include, but not be limited to:</p> <ul style="list-style-type: none">• one or more safe work procedures• benefits of compliance• safety performance• accident causes• types of injuries in the past month• seasonal safety hazards, and• operational safety problems or issues. <p>The contractor supervisor may invite the NS Intermodal Division Managers, or other NS employees, to the monthly safety meetings to provide input or information about new railroad operations or safety practices and rules. Each safety discussion should be documented.</p>
Safety Committee	Each Intermodal Terminal and Terminal Contractor should establish and maintain a separate Safety Committee consisting of their own employees and supervisors. This Safety Committee will encourage employee involvement and will participate in all aspects of the safety program, including safety inspections and audits, training, performance evaluations, and safety goal setting. Further details on the Safety Committee are provided in the Contractor section.

Continued on next page

Norfolk Southern Intermodal Operations Manual

Safety Recognition

Safety Performance Recognition

Intermodal Terminal managers and supervisors should ensure that the contract supervisor provides special recognition to those employees who:

- achieve notable safety improvement
- sustain accident-free performance, or
- have contributed significantly of their time and efforts to the success of the safety program.

Family Recognition

The family's influence on an employee's job performance and safety consciousness cannot be underestimated. The contractor supervisor should try to involve family members by invitation to special open-house events, safety picnics, etc. Families should also be involved in off-facility activities, such as awards, whenever possible.

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Enforcement, Continued

Discipline for safety infractions

Intermodal Terminal managers should establish standard discipline practices for infractions of safety guidelines to ensure safety accountability. In most cases, Intermodal Terminal managers and supervisors should use leadership, training and on-the-job counseling to achieve and maintain satisfactory safety performance levels. When an employee fails to respond to these tactics and jeopardizes not only his safety, but that of his fellow employees and the public, the Intermodal manager and/or supervisor should provide appropriate discipline.

The Intermodal Terminal managers and supervisors must be able to distinguish between discipline and harassment. Harassment of the employee or contractor is not tolerated.

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Blue Flags and Blue Lights

Purpose Blue flags and blue lights, switch locks or derails protect railway personnel against injuries from equipment movement on the working track.

When to display Blue flags or blue lights must be displayed while railway personnel are:

- loading or unloading Intermodal equipment, and/or
- performing any other operation on or near Intermodal cars.

Follow these guidelines for proper display:

When it is...	then place a...
daylight hours	blue flag or light
non-daylight hours	blue light

Where to place Blue flags/lights, switch locks or derails must be placed or secured at each end of the car(s) to which a coupling can be made or at each entrance to the track at a derail:

- restricting access to the portion of track where work will be performed, locked in derailing position and located at least 150 feet from the rolling equipment to be protected, or
- used in lieu of a manually-operated switch, locked in derailing position and located at least 50 feet from the equipment to be protected.

Who's responsible for placing? Blue Flags and/or Blue Lights may be placed by

- railroad employees who are assigned to inspect, test, repair, or service rolling equipment (or components) and/or who may be working on, under or between rolling equipment, or
- by special agreement, Contractor employees assigned to and engaged in loading or unloading Intermodal equipment or while performing any other operation on or near Intermodal cars

Who's responsible for removing? Only the same craft or group that placed the blue flags or blue lights can remove them

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Intermodal Safety Audit

Policy

The local railroad Intermodal officer(s) at each Intermodal facility should complete a safety audit at least once a month. The officer should use the Safety Audit Form to record the audit findings. Audits should be scheduled so that a different shift is audited each time.

If there is no local railroad Intermodal officer at a particular facility, the Intermodal officer responsible for that facility should attempt to make an audit each time the facility is visited.

Results of the audit

After completing an audit, the Intermodal officer should share a copy of the completed audit form with the local contract manager. The contract manager should then:

- meet with contract employees responsible for any unsafe acts or safety violations observed during the audit to review correct work practices, and
 - advise the Intermodal officer that the rule violations or unsafe acts have been handled.
-

Follow-up audit

A follow-up audit should be conducted as soon as possible to confirm that the rule violations or unsafe acts have been corrected.

**Safety Audit Form --
Intermodal**

A copy of the Safety Audit Form—Intermodal is located at the end of the Intermodal Safety Audit topic in this manual. It is also in the computer MEMO section under the ALL BULLETINS heading and then in the Intermodal and International Marketing Forms (FMIIM).

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Section 3: Hazardous Materials

Overview

Purpose

The purpose of this section is to provide hazardous materials information and guidelines.

Objectives

This document section will enable you to correctly:

- list references containing hazardous materials information
- describe content and use of hazardous materials placards
- describe penalties for improper handling of hazardous materials, and
- explain how to handle hazardous materials in various circumstances.

In this section

These are the topics provided in this section.

Topic	See Page
Hazardous Materials References	22
Hazardous Materials Placards	25
Penalties for Violating Hazardous Materials Regulations	26
Ordering Hazardous Material Supplies	27
Hazardous Materials Training	28
Handling Hazardous Materials	30

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Hazardous Materials References, Continued**Intermodal
Rules
Circular No.
1-A**

Intermodal Rules Circular No. 1-A provides specific rules, exceptions, and procedures that apply to the transportation of hazardous materials in Intermodal service by Norfolk Southern Corporation and its railroad subsidiaries. Some of the materials covered in Intermodal Rules Circular No. 1-A (Hazardous Commodities not Accepted For Shipment, Rule 4-A) include:

- Asbestos
- Certain batteries
- Dibenzofurans
- Dioxins
- Certain explosives
- Medical waste
- Certain poisons
- Certain polychlorinated biphenyl (PCB)
- Certain radioactive materials
- Hazardous Commodities Subject to Restrictions (Rule 4-B)
- Restrictions on Radioactive Materials (Rule 4.6)
- Blocking and Bracing Requirements – Hazardous Commodities (Rule 4-D)
- Handling Requirements For Hazardous Commodities (Rule 4-E)
- Handling Intermodal Hazardous Material Accidents/Incidents (Rule 4-F)
- Non-hazardous Commodities not Accepted (Rule 5-A)
- Non-hazardous Accepted in Shipper Furnished Equipment Only (Non-railroad Owned or Controlled Equipment) (Rule 5-B)
- Non-hazardous Commodities Accepted in Railroad Furnished Equipment, Subject to Restrictions (Rule 5-C)
- Non-hazardous Commodities Accepted in Shipper Furnished, or Railroad Furnished Equipment, Subject To Restrictions (Rule 5-D)
- Handling Requirements – Restricted Commodities (Rule 5-E)

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Hazardous Materials Placards

Purpose	Hazardous materials placards indicate the type of hazardous material carried in the container. The placards are placed on the outside of the container for easy recognition.
Appropriate placards	Tariff No. BOE-6000, Part 173-500, contains Table 1 and Table 2, which indicate the proper placard for each class of hazardous material.
Placards guidelines	<p>These are guidelines for hazardous materials placards, refer to Part 173.500 in the Tariff No. BOE-6000 for additional information:</p> <ul style="list-style-type: none"> • a trailer/container containing two or more classes of hazardous materials, as specified in Table 2, and requiring different placards for each material, may be placarded DANGEROUS instead of separate placards, unless any one category of material weighs 5,000 pounds or more • if one category of material weighs 5,000 pounds or more, then the specific placard that applies to that category of material must also be used • placards are not required on trailers/containers containing less than 1,001 pounds (aggregate gross weight) of hazardous materials per Table 2 • hazardous materials listed in Table 1 require placards regardless of the quantity • tank containers containing residue of a hazardous material must have each primary placard changed to the corresponding RESIDUE placard • empty trailers/containers must not be accepted at InGate with placards from a previous shipment still attached • trailers/containers requiring placards must have a placard attached on each end and each side • the shipper is responsible to provide the appropriate placards • the motor carrier must apply the placards before moving the hazardous material over the streets and/or highways • the railroad is responsible to provide replacement placards for any trailers/containers that are missing placards • the InGate clerk must ensure that the shipping document for trailers/containers containing hazardous materials is marked to show that the equipment is placarded, followed by the names of the placard(s) • the Load Plan will indicate which trailers/containers have placards, by indicating the name of the placard(s) that is on the equipment

Ordering Hazardous Material Supplies

Purpose

The Environmental Protection Department and the Material Management Department have established a system where hazardous material supplies may be ordered through the Norfolk Southern Material Management System. All Intermodal personnel should be aware of the availability of these items and with the procedures for accessing the NS Materials screen and ordering the items needed for their Intermodal facilities.

Ordering hazardous materials

Authorized NS users may enter the NS materials screen through ROSCOE and order hazardous materials directly from a preformatted screen. Available materials which may be ordered through this system include:

- individual placards
 - hazardous materials placarding chart
 - emergency response guidebook
 - hazmat regulations excerpted for railroad employees
-

Ordering supplies reference

An eight-page "How-To" memo, with detailed instructions on ordering hazardous materials supplies, was issued by the Manager of Hazardous Materials on April 12, 1993

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Hazardous Materials Training, Continued

Training records

A record of the completed hazardous materials training, for the previous two years, must be created and kept for each employee as long as that employee is employed and then for 90 days after employment terminates. This record should include:

- the employee's name
 - the most recent training completion date
 - a description, copy, or the location of the training materials used
 - the name and address of the person providing the training, and
 - certification that the employee has been trained and tested, as required.
-

Responsibility for training

It is the responsibility of the railroad and the contractors to train their own employees in the specific hazmat functions for all functions which may have any connection with hazardous materials, including InGate, OutGate, billing, load planning, yard hostlers, machine operators, supervisors, etc.). Each employer is also responsible for maintaining the hazardous materials training records as required by regulations.

NS training program

NS has developed a comprehensive Hazardous Materials Training Program, complete with training video, student handouts, discussion questions, tests, testing procedures, attendance sheets, etc. Contractors may use this program as a supplement training program to their own.

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Handling Hazardous Material, Continued**Benefits (continued)**

If the...	...then
Trailer/container is not placarded, but shipping papers indicate hazardous materials. (continued)	<ul style="list-style-type: none"> • Ensure that placards, if required, are on both sides and both ends before accepting at gate. • Enter placard notation into the SIMS hand-held unit and on the received shipment papers. • Do not accept in interchange, or moved in a train any Intermodal tank containers containing hazardous materials, UNLESS the correct DOT proper shipping name of the material is legibly marked on two opposing sides of the tank. (Make sure that this shipping name matches the one shown on the hazardous materials shipping papers.)
Trailer/container is placarded on the receipt but the shipping papers do not indicate hazardous contents.	<ul style="list-style-type: none"> • Determine if unit is loaded or empty: <ul style="list-style-type: none"> • If empty, open doors and inspect to ensure the unit is in clean condition. If clean, ask driver to remove placards before accepting. If not clean, refuse to accept and return to consignee for cleaning. (Refer to Intermodal Rules Circular 1-A, Rule 4-# for complete instructions.) • If sealed, assume that the unit does contain a hazardous shipment and do not accept until corrected shipping papers are received. • Have driver pull to the side and make the necessary contacts to obtain proper shipping papers. Information he receives can be written on the shipping papers; no abbreviations. The unit can then be held, with the altered papers, until correct shipping papers are received. • Store placarded hazardous material shipments on railroad property only with proper and complete documentation. • Ensure that an Emergency Response Form, completed by the shipper, accompanies any straight (full) load of hazardous material being transported by rail into Canada.

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Section 4: Loading and Securement

Overview

Purpose

The purpose of this section is to provide guidelines for loading and securing shipments and equipment.

Objectives

After reviewing the information in this section, you will be able to:

- match guidelines for safely loading different types of equipment with the appropriate equipment type
- identify properly secured equipment
- state clearance guidelines for different types of equipment
- describe Intermodal Securement Safety Audit and Inspections, and
- identify forms used for securement safety audits and failure reporting

Reference

Reference the SIMS Outside Operations User Manual for complete procedures on entering information into SIMS once loading and securement is complete.

In this section These are the topics provided in this section.

Topic	See Page
General Guidelines for Loading Containers	34
Intermodal Securement Safety Inspections	36
AAR Internal and Interroad Securement Failure Report	41
AAR TOFC/COFC Reporting Form	44
Loading and Securement: Conventional Cars	46
Loading and Securement: Stack Cars	48
Guidelines for Tank Containers and Trailers	51
Clearance Guidelines and Calculations	52
Computing Stack Car ATR	54
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AAR Intermodal Securement Safety Audit Form	56

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General Guidelines for Loading Equipment, Continued

Container loading (continued)

Container	Properly Loaded When
Container Without Chassis (COFC)	<ul style="list-style-type: none"> all four corners of the container are firmly seated inside the stanchions or securing devices all locking pins (or other locking devices) are securely locked the loading configuration restrictions are observed
Stacked Container	<ul style="list-style-type: none"> all four corners of the container are securely locked onto the car or other container with approved InterBox connectors (IBCs) which indicate "locked" in the left position, or with other approved devices the loading configuration restrictions are observed
Loaded Flatbed Trailer Open-Top Trailer Stake Container	<ul style="list-style-type: none"> the loading configuration restrictions (lading height, width, length, blocking, bracing, lading tie-down devices) are inspected and approved by the Mechanical Department prior to loading the loading requirements for other container types, as stated above for trailers and containers, are met
Empty Flatbed Trailer Other Open Equipment	<ul style="list-style-type: none"> all the loose debris has been removed from railcar wells and surfaces all the chains, binders, and other materials are properly stored in storage boxes or secured to the equipment in an acceptable manner to the Mechanical Department the loading requirements for other container types, as required, are met the loading configuration restrictions are observed

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Intermodal Securement Safety Inspections, Continued

Handling securement defects

Inspect securement equipment for securement defects, including the kingpin, corner locks, hitches, etc.

If securement defect found and...	then...
positive lock-out device is available	alternative loading is allowed if a, provided this device does not prevent proper loading (positioning and clearance) and securement; if in doubt about the condition, contact a supervisor
no positive lock-out device	car must be bad ordered

Policy

After loading and before shipping, NS Railway and Contractor employees are responsible for properly following AAR-approved procedures to inspect cars for securement failures, and correcting and reporting failures.

Securement inspections

Four types of inspection are defined in the AAR standards:

Type	What's required
Post-loading/Pre-departure	Two independent visual inspections to verify that all units are properly secured to cars, and to other containers if double stacked
Unloading	One visual inspection to verify proper securement before units are lifted off railcar
Port Loading	Visual inspection of same elements for port facilities as for handling at Intermodal Terminal
Private Facility Loading	Visual inspection of same elements for private intermodal facilities as for handling at Intermodal Terminal

Definition

A Securement Verifier is an individual who has been fully trained and qualified to perform an inspection that units are properly secured to railcars. New AAR standards require retraining of securement verifiers at intervals of not less than three years.

Continued on next page

Intermodal Securement Safety Inspections, Continued

Definition

A securement failure is the improper securement of a unit to a railcar discovered after the two predeparture inspections and sign-offs. Each unit improperly secured, regardless if on one train, constitutes a failure. Also,

- an AAR Reportable Securement Failure is any securement failure which results in a unit falling off a car or striking another object, and
- an FRA Reportable Securement Failure is any securement failure which results in damage to on-track equipment, signals, track, track structures and/or roadbed of \$6,600 or more (threshold adjusted periodically), and must be reported to both the FRA and the AAR.

Securement failure guidelines

If a Securement Verifier discovers a securement failure, she/he must:

- determine whether condition resulted from an actual securement failure or from some other cause, such as mechanical failure or vandalism, and
- follow required securement failure reporting procedures within 24 hours of detection
- correct any securement failure before train departure

Securement failure reporting

Complete the InterRoad Securement Failure Report Form found at the end of this section:

- if the railcar was interchanged, use this form to report to the previous carrier
- if securement failure resulted in a unit falling off the railcar or hitting another train, object enroute
- if securement failure caused damage of \$6,600 or more, complete the AAR TOFC/COFC Incident Reporting Form found at the end of this section, and
- fax/electronically mail the form(s) to:

Manager-Intermodal, Association of American Railroads
50 F Street NW, Washington, DC 20001-1564
Fax: 202-639-2869

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AAR INTERNAL AND INTERROAD SECUREMENT FAILURE REPORT

Check if this is a follow-up report
(Reference the explanation of fields and codes that follow this form)

FLATCAR INIT/NO _____ TRLR/CONT INIT/NO _____

DATE: _____ TRAIN # _____ INCIDENT LOCATION _____

ORIGIN LOCATION _____ HITCH TYPE _____

PLATFORM/WELL POS. _____ INTERCHANGE ROAD _____

INTERCHANGE LOCATION _____ CONDITION NUMBER _____

PROBLEM FOUND (Provide a brief narrative of the problem found)

ACTION TAKEN: (Describe actions taken by terminal and/or mechanical personnel)

NUMBER OF PHOTOS TAKEN _____ DATE PHOTOS MAILED _____

INVESTIGATION RESULTS: (Provide a summary of findings and resulting actions)

INITIAL REPORTING LOCATION:

PERSON FILING REPORT: _____ PHONE: _____

UPDATE REPORTING LOCATION: _____

PERSON FILING REPORT: _____ PHONE: _____

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AAR INTERNAL AND INTERROAD SECUREMENT FAILURE REPORT**Condition Numbers**

1. Trailer/container fell from car
2. Trailer/container struck during railcar transit
3. Trailer/chassis kingpin engaged but not locked in hitch
4. Trailer chassis kingpin out of hitch (in front of, behind, on top of, or to the side of the top plate)
 - a. jaw locked
 - b. jaw not locked
5. Hitch retracted or collapsed
6. Trailer tires contacting rub rails or raised side sills
7. Trailer tire missing or flat
8. Trailer dolly legs/sand shoes have less than 4" clearance on car deck
9. Trailer container contacting an adjacent securement device
10. Trailer/container shifted or leaning in/on car
11. Trailer/container doors not closed
12. Container to chassis locking devices
 - a. missing
 - b. not locked
13. Container handling fitting not secured
 - a. defective lock or pedestal
 - b. container not seated properly
 - c. low profile casting container loaded on high-profile pedestals
14. Container handling fitting missing or bent
15. Bulkhead railcar flipper guides not properly positioned for top container
16. Railcar container width guides not properly positioned for size of container
17. IBC improperly positioned (upside down or present with no top container)
18. IBC missing
19. IBC unlocked
20. IBC improperly stowed
21. IBC improper type used
22. IBC defective
23. Flatbed/rack chains or binders not properly secured/stowed
24. 20' containers improperly loaded into well not approved for 20' containers
25. Other: Indicate condition in the "Problem Found" section

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AAR TOFC/COFC INCIDENT REPORTING FORM**Instructions For Completing AAR TOFC/COFC Incident Reporting Form****General Instructions & Report Filing**

This form must be completed any time an intermodal trailer, chassis, or container falls from a freight car, shifts laterally and strikes a freight car, passenger car, locomotive, or other object in right-of-way, or shifts longitudinally and strikes an adjacent freight car or intermodal trailer, container, or chassis.

All reports should be filed with the AAR as soon as possible after the incident.

Header Information

The first block of information is self-explanatory. It is recognized that each carrier will have much more detailed information in place internally. However, the basics will suffice for AAR reporting. Hitch types (and model numbers) are listed in the AAR Container Securement Manual.

Comments

Complete this section when reporting TOFC/COFC Incident Cause Codes 01 or U1. Also complete this section to report any other information you think may be helpful.

Reporting Party

The incident report may be submitted by a variety of departments on the railroad and, in some instances, a third party. This section is very important for clarification of information on the report and enables follow-up action.

Incident Codes

This section lists the only two incident types that need to be reported. Remember, if a piece of intermodal equipment falls from a car or strikes another piece of equipment or an adjacent railcar, a report is required even if the equipment involved does not cause a derailment.

equipment falls from the car or strikes another piece of equipment even if the equipment involved does not cause a derailment.

TOFC Incident Cause Code

Codes T1 through T7 are self-explanatory. Note that a container-on-chassis is considered a TOFC load. Please complete the comment section if Codes 01 or U1 are required.

COFC Incident Cause Code

Codes C1 through C3 are self-explanatory. Please complete the comment section if Codes 01 or U1 are reported.

Loading and Securement: Conventional Cars, Continued

during loading and securing	<ul style="list-style-type: none"> • verify and do not exceed the maximum weight of the car, shown on the side of the car • hitch weight restriction is 65,000 pounds • never use a defective hitch on a TOFC/COFC car when load COFC containers; bad order the car • check unit position: <ul style="list-style-type: none"> • place single TOFC units going off-line on the B-end hitch so that the wheels are toward the center of the car. Units moving on-line may be placed on either hitch. Exception: RTTX cars can be loaded on the middle hitch • do not place 20-foot COFC containers on the end position of a multiple-unit container car. (this raises the coupler higher than AAR approved maximum height) • do not place 48-foot, or longer, TOFC units on articulated flat cars (such as a TTFX car) unless the adjacent hitch is lowered (as with TTAX cars) • if unit is a J.B. Hunt Container loaded on a chassis or a 53-foot trailer, the 48-inch king-pin setting will not allow loading on KTTX,STTX, TTWX or WTTX cars • always lift J.B. Hunt containers from the top when possible • certain J.B. Hunt trailers 48' and longer require a side-pin lifting mechanism since lifting from the bottom can cause them to buckle or break even when lift legs are extended as far apart as possible • only load J.B. Hunt containers moving COFC on conventional equipment TTAX 553000 and higher or TTAX 653000 and higher. Do not load on single-level articulated multi-unit 48-foot COFC, TOFC or dual-purpose COFC/TOFC equipment, since the low-profile corner castings may cause the latches or corner twistlocks not to engage. • check hitches: <ul style="list-style-type: none"> • move the TOFC unit forward until the front of the kingpin is against the face of the fifth-wheel hole • if there is an automatic hitch – first shift the TOFC unit to the rear with enough force to lock the kingpin in place, than shift the TOFC unit in the opposite direction against the locking jaws to ensure that the jaws are locked; if the TOFC unit slips out of the jaws, try this action again. If it happens a second time, then bad order the unit • on automatic hitches with an auxiliary lock device, ensure the auxiliary lock is in place for the TOFC unit to be properly loaded; if the auxiliary lock is defective, do not load the car
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Loading and Securement: Stack Cars, Continued

Size and weight guidelines

Follow these guidelines for size and weight of the containers when loading containers onto stack cars:

- load 20-foot containers in the bottom of appropriately marked sections
- do not load a single 20-foot container in a section
- balance loaded and empty containers to distribute the weight throughout all sections of the car; for example, if there are five 40' loads and five 40' empties, place the loads on the bottom and the empties on top
- when stacking two loaded containers in a section, place the heaviest on the bottom, size and other load restrictions permitting
- you may place loaded containers weighting up to 43,000 pounds gross weight over empty containers on all single or multiple deck stack cars except series DTTX 54000-54074 cars (restricted to a 40,000 pound gross weight container loaded over an empty container)
- make sure that the maximum loaded weight (containers plus lading) does not exceed the stenciled load limit (on the side of each car) or any other restrictive limits
- load full side-open-top containers on the bottom or top level, if not out of profile
- load 40-foot flat containers on the top, if approved by the Mechanical Department
- load flat rack containers on the bottom only if nothing is placed on top; otherwise, place flat rack containers on the top
- do not load a 53-foot J.B. Hunt container into the bottom well of current double-stack cars; it must be stacked on top of a 40-ft. container, two 20-foot containers, a 48-foot container or another J.B. Hunt container.
- only stack J.B. Hunt containers on top of J.B. Hunt containers
- make sure the height of a double stack car above top rail (ATR) does not exceed authorized height (reference Clearance Guidelines)

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Guidelines for Tank Containers and Trailers

Policy	NS railway employees and contractors are responsible for properly accepting, loading and securing tank containers and trailers.
Hazardous shipment placement	<p>Place tank containers with hazardous placards (markings) only on conventional intermodal COFC cars with cushioning. They may not be placed on:</p> <ul style="list-style-type: none">• cars without end-of-car cushioning• articulated stack cars• spine cars, and• single-well stack cars.
Accepting hazardous material tanks	<p>Follow these guidelines when accepting tanks that are carrying hazardous material:</p> <ul style="list-style-type: none">• do not accept in interchange or for movement in a train unless the DOT proper shipping name of the material is legibly marked on two opposing sides of the tank, and• make sure the proper shipping name matches the one shown on the hazardous materials shipping paper for the tank.
Tanks carrying commodities	<p>Follow these guidelines when loading and securing tanks that are carrying commodities:</p> <ul style="list-style-type: none">• non-regulated commodities may be TOFC loaded on certified AAR M-943 chassis• AAR M-931 specification tank trailers carrying placarded commodities, or other commodities regulated by the Department of Transportation, are prohibited in TOFC service, and• tank containers must be marked "AAR 600" to certify that the owner has complied with AAR specifications.

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Clearance Guidelines and Calculations, Continued

Clearance guidelines

Some general clearance guidelines to consider include:

Situation	Clearance Guideline
TOFC online	17'6" (ATR) @ 8'6" wide between all of the present NS Intermodal facilities
TOFC offline	17'6" @ 8'6" wide, however any new route or destination should be approved with Equipment Control before moving the shipment
routes with a 16'2"	<ul style="list-style-type: none"> can handle a full height 13'6" trailer only when loaded on a low-deck car that measures 2'8" ATR use extreme caution since some of the TTX low-deck cars can range as high as 3'6" and some of the foreign railroads are higher than 3'6"

Open-top trailers

When open-top trailers are offered for shipments, these clearance guidelines apply:

- all bows must be in place and the lading must not exceed above the sides of the trailer
- when extended bows are used with a loaded trailer, it must be handled as an over-height load and must be cleared through Equipment Control
- the header bar must be in place and properly secured
- the rear doors must be wired together
- the tarp must be in place and properly secured to the trailer, and
- first time shipments in open-top equipment should be inspected by the Mechanical Department to ensure that the blocking/bracing is adequate for safe rail movement.

Flat bed trailers

All flat bed loads must have approval from the Mechanical Department before moving on a car. Exceptions to this include loads that require sides and the lading is contained within and below the sides.

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AAR Intermodal Securement Safety Audits

Securement safety audits

AAR securement safety audits by Intermodal Management are conducted at the following intervals:

Annual lift count	Annual audit frequency
60,000 or less	1 audit
60,001-350,000	2 audits
350,001 and higher	4 audits

Timing and extent

AAR securement safety audits are performed after the pre-departure inspection. Each audit must include inspection of a reasonable number of cars as appropriate to the operation.

Securement safety audit reporting

To report audit results, use the AAR Intermodal Securement Safety Audit Form found at the end of this topic to record inspection results.

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Page 2 of 2AAR INTERMODAL SECUREMENT SAFETY AUDIT FORM

k. Container handling fitting properly engaged on securement device	OK	FAIL	(30)
l. Container handling fitting not broken or bent so as to prevent proper securement	OK	FAIL	(31)
m. Container to chassis securement devices locked and secured	OK	FAIL	(32)
n. 20' containers loaded only in wells approved for 20' loading	OK	FAIL	(33)
o. Container doors closed	OK	FAIL	(34)

Flatbed/rack Chains and Binders

a. Flatbed/rack has all chains and binders properly secured/stowed	OK	FAIL	(35)
--	----	------	------

INSPECTION SUMMARY: CARS INSPECTED _____ PLATFORMS INSPECTED _____

<u>CAR INITIAL/NUMBER</u>	<u>CONT/TRLR INIT/NO.</u>	<u>EXCEPTION CODE</u>	<u>EXCEPTIONS NOTED</u>
/	/	/	
/	/	/	
/	/	/	
/	/	/	
/	/	/	
/	/	/	
/	/	/	
/	/	/	
/	/	/	
/	/	/	

SIGNATURES:

Auditor's Signature: _____ Date: _____

Auditor's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____

Other CompanySignatureTitleDate

_____	_____	_____	_____
_____	_____	_____	_____

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Accident and Injury Investigation

Purpose	All accidents, no matter how minor, must be investigated to determine the cause, and to initiate appropriate corrective action. Injuries must be responded to immediately and the appropriate attention must be given.
Injuries	When an employee is injured, the contractor supervisor must immediately determine if medical attention is needed, and promptly obtain that medical attention.
Medical attention guidelines	<p>In the event that medical attention is needed, these guidelines should be followed:</p> <ul style="list-style-type: none">• the contractor supervisor, or his designee, should accompany the injured employee to the appropriate medical facility and stay as long as necessary• the contractor supervisor should not go into the examining room, unless asked by the attending physician, and agreed to by the injured employee• the emergency room personnel, and/or the attending physician, should be provided with information about the on-duty injury, and• the contractor representative should request that all medical invoices and reports be sent to the contractor.
Accident investigation	An accident generally indicates a breakdown in equipment, work environment, or personnel. A thorough and timely investigation can reveal the cause of the accident.

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Accident and Machine Breakdown Reports

Policy

All accidents and machine breakdowns on company property must be reported immediately in writing to:

- the local railroad Intermodal supervisor (either the Assistant Manager, or the Division Manager)
- Intermodal Equipment Control - Norfolk
- Intermodal Senior Assistant Vice President of Operations - Norfolk
- Equipment Maintenance - Norfolk

Notification

Notify the local Intermodal supervisor and Equipment Control in person or by telephone before you send in the written report

Forms to use

Use the following forms to report accidents and machine breakdowns on company property.

- The *Intermodal Investigation Report* (Form 1101) must be completed in as much detail as possible for all accidents.
- The *Crane Failure Report* (Form 1810) must be completed regardless of the cause of the machine breakdown.

Copies of Form 1101 and 1801 may be obtained from...	by...
NS Message Switch System	<ul style="list-style-type: none"> • calling up Control Field 1101
MEMO (Email) System	<ul style="list-style-type: none"> • going to the Bulletin Board section • selecting the Intermodal Transportation System Forms (FMITS) group

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Norfolk Southern Intermodal Operations Manual

NORFOLK SOUTHERN

INTERMODAL FACILITY YARD DAMAGE REPORT

Facility _____ Trailer No. _____

Date _____

Drayage Company _____
(Name)

(Phone) _____ (P.O. Box or Street Address) _____

(P.O. Box or Street Address)

(City) (State) Zip Code

(State) _____ Zip Code) _____

Zip Code)

Name of Driver Involved in Accident

Date & Time Accident Occurred _____

(Show detailed description of damage in areas below, as well as a written description of damage.)

LEFT SIDE

FRONT

RIGHT SIDE

TOP

REAR

FLOOR

Detailed description of accident and estimated cost of repair:

Signature of NS Representative Inspecting

Signature of Drayage Company Officer

Inspecting and Accepting Responsibility

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Using the Personal Injury Reporting System

Purpose	Use the Personal Injury Reporting System to report personal injuries that require medical treatment and all deaths or occupational illness.
When to use	The report should be filed before treatment and then updated as needed.
Who is responsible	The injured employee, when able, completes the report and gives it to the supervisor. The Supervisor files Form 1131 by using Form 22 information and other supplemental information that is available.
Additional responsibilities	Use of the Personal Injury Reporting System does not replace every employee's responsibility to be familiar with the NS Safety and General Conduct Rules, including General Rules N and O.
Help keys	The following PF keys on your keyboard are available for help information: PF1 for screen specific help information PF10 to determine which PF keys are available on a specific screen
Help number	If you have any questions that are not answered online, please call Safety Reporting at the number shown on the Menu.

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Using the Personal Injury Reporting System, Continued

System failures

If, for any reason, the CRT goes down, the system will retain all the information entered before the last time the ENTER key or the PF9 key was pressed.

To access this data:

- select Injury menu to access the Incident input screen
- type INITIAL, and
- enter the employee's SSN on the Menu screen, then continue with completing the information

Confirming & distributing information

Follow these steps after you have entered all of the appropriate information.

Step	Action
1	Read, carefully, the information on Screen 5. (This screen summarizes the data you entered.) If the information is correct – press ENTER If the information is wrong – press PF7 to make corrections
2	Enter the addresses for your supervisor and your local Claim Agent so they can receive copies of the report; the Personal Injury Reporting System automatically sends copies of this report to the Safety Department, the Medical Department, and the Casualty Claims headquarters.

Accuracy

The system does not necessarily recognize if the entered information is correct or not. It does, however, ensure that all questions are answered and will not allow certain illogical answers.

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Reporting Personal Injury, Fatality, or Occupational Illness- Procedure No. 201

Purpose

NS Corporate Procedure No. 201 governs the reporting of:

- any employee fatality, injury, or occupational illness that occurs while:
 - on duty, either on or off company property
 - off duty, on company property
- any non-employee fatality or injury that occurs on company property or while conducting company business.

Definition of fatality

For purposes of NS Corporate Procedure No. 201, fatality is defined as the death of a person within 365 days after the injury occurred.

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Supervisory Officer's Responsibilities for NS Corporate Procedure #201

Purpose

This section outlines the responsibilities of the supervisory officer in carrying out the intent of NS Corporate Procedure #201. Although there are specific responsibilities for the Control Center and the Director of Systems and Administration also outlined in the procedure, they are not included here.

Department Head responsibility

The Department Head's responsibility is to telephone the state Public Commissions, Agencies and Municipalities in accordance with current instructions.

Supervisory officer responsibility

The supervisory officer is responsible for notifying the following individuals and organizations of any incidents which are governed by NS Corporate Procedure #201:

- employing officer
 - Safety & Environmental Protection Department (only if an on duty employee dies or sustains injuries requiring a hospital admission)
 - Control Center (at 404-529-1785), Protective Services, and Public Relations if:
 - any fatality occurs on company property.
 - any injury requiring a hospital admission occurs to two or more crew members or passengers, and
 - appropriate claim agent and/or district claim agent.
-

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Supervisory Officer's Responsibilities for NS Corporate Procedure #201, Continued

Personal injury computer report automatic distribution

Copies of the Personal Injury Computer Report will automatically be generated to:

- The Director of Systems & Administration – Protective Services
- The Assistant Vice President of Safety & Environmental Protection
- The Senior General Attorney/General Manager – Casualty Claims, and
- The Medical Director.

Personal injury computer report manual distribution

Additional copies should be generated and mailed to:

- District Claim Agent
- Claim Agent (having jurisdiction), and
- other individuals as requested by the Division or Department Head

Additional addresses

Addresses are entered on Screen 4 of the Employee Personal Injury/Illness/Incident Report and Inquiry System, and on Screen 3 of the Non-Employee Personal Injury/Illness/Incident Report and Inquiry System.

Enter the recipient's initials and message switching address or MEMOID. Refer to the *Message Switching Reference Manual* for address format, or the *MEMO Primer* for additional information.

When to update reports

Make an update report when:

- the status of the original report changes, e.g., employee originally declined medical attention and later requests medical attention, or was shown as restricted activity and later begins to lose time from work.
- the original report was submitted showing restricted activity for an estimated number of days without an ending date. (Update the ending date and actual days restricted when the employee returns to normal duty.)
- the original report was submitted showing estimated lost workdays without the ending date. (Update the ending date and actual lost workdays when the employee returns to normal duty.)

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Section 6: General Operations

Overview

Purpose

This section contains general policies (what should or must be done) as well as descriptive information about how things work at a NS Intermodal Terminal and who is responsible for what.

Objectives

After reviewing the information in this section, you will be able to:

- describe the general workflow at an Intermodal Terminal
- identify the computer system used to manage Intermodal Terminal information and operational reporting
- state the policy regarding speed limits on Intermodal Terminals
- state the media policy regarding release of information
- state the rules that regulate outside parties on Intermodal property
- match different types of paperwork to their purpose
- match inspection and regulatory requirement descriptions with appropriate area of responsibility, and
- state telephone courtesy guidelines

In this section

These topics are provided in this section

Topic	See Page
Workflow at an Intermodal Terminal	76
SIMS	80
Paperwork	84
Handling Billing Questions	86
Speed Limit Policy	87
Media Policy	88
OSHA Inspections	89
Outside Parties on Intermodal Property	92
Permit and Indemnification Agreement	94
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Seals	103

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Workflow at an Intermodal Terminal, Continued**Employees**

Employees at an Intermodal Terminal and their responsibilities are:

Employee	Responsibilities
Hostler	<ul style="list-style-type: none"> • moves Intermodal equipment from the parking lot to the working tracks in the yard • takes off-loaded Intermodal equipment from the Yard area to the parking lots
Load Planner	<ul style="list-style-type: none"> • builds load plans from the pool of available freight • verifies that the shipments: <ul style="list-style-type: none"> • are scheduled in priority and on time • are planned for loading on the right train, and • meet special requirements for hazardous material
Data Entry Clerk	<ul style="list-style-type: none"> • enters Bill of Lading information into the computer system
Gate Inspector	<ul style="list-style-type: none"> • collects information about the equipment as it enters or leaves the terminal • records customer information
Groundman	<ul style="list-style-type: none"> • sets-up Intermodal cars to be loaded • checks clearances and give signals to Crane Operators • checks hitch alignment and hitch locks on equipment
Crane Operator	<ul style="list-style-type: none"> • inspects crane for safety of operation and damage • loads and unloads intermodal shipments
Mechanic	<ul style="list-style-type: none"> • performs daily and monthly inspections on cranes in the NS Intermodal Terminal • maintains lift machines • keeps complete and up-to-date records regarding maintenance performed, machine condition and maintenance required for each lift machine • inspects and insure that proper fire extinguishers are available on lift machines, and • reports any incident of equipment damage or personal injury
Securement Verifier	<ul style="list-style-type: none"> •

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Workflow at an Intermodal Terminal, Continued

Business Information Cycle

Customers that have contract agreements with Norfolk Southern ship freight through Intermodal Terminals. The business information cycle occurs once a customer signs a contract. The stages in the cycle and what happens in each stage are:

Stage	Description
Initiation	NS receives notification of a customer's shipment; specific information about the shipment is provided by the Bill of Lading (BOL)
Data entry	SIMS clerks enter the BOL information into the computer system; the information is now available to other workers in the terminal
Ingate or Inventory	If the shipment arrives via highway, the Gate Clerk checks it into the terminal; this is called Ingate. If the shipment arrives by rail, a Securement Verifier performs the check in; this is called inventory
Shipment record	The BOL and the record of arrival are matched in the computing system to create a shipment record by SIMS
Load planning	The shipment is placed in the parking lot for temporary storage while the Load Planner determines the best match of the shipment for loading on trains; a load plan is built
Loading	Hostlers move the shipment from the parking lot to the yard area when the shipment has been assigned to a load plan; the shipment is loaded by the Crane Operator with assistance from the Groundman.
Shipping	Once the Securement Verifier has completed the hitch inspections, the shipment is ready to be transported to its destination.
Grounding	The shipment reaches its destination and is unloaded by Crane Operators and Securement Verifier/Groundmen. The shipment is moved to the parking lot of the terminal and the customer is notified of the shipment arrival.
Outgate	Fees are collected as agreed upon in the contract agreement. The shipment is located and an Outgate inspection is performed on the shipment by the Gate Clerk; the Gate Clerk verifies the pick-up number and if the numbers match, the shipment is released to the customer.

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SIMS, Continued**Management workers who use SIMS**

Managers use SIMS to access up to the minute information to help make good decisions. Management workers who use SIMS are:

- Vice Presidents
- Assistant Vice Presidents
- Division Managers
- Terminal Managers
- Assistant Managers
- Group Managers, and
- Marketing Managers.

Departments that use SIMS

Many different NS departments rely on the information the SIMS provides. The departments that use SIMS and the information it provides to them are:

Department	Provides information about
Customer Service	location and shipment status to customers
Accounting	Intermodal cost information
Maintenance	equipment repair requirements
Police	traffic integrity issues

Equipment

SIMS information is entered and retrieved by different types of equipment. The different types of equipment, who uses the equipment, and a brief description of the equipment are:

Equipment	Who uses it	Description
Hand Held Computer	<ul style="list-style-type: none"> • Groundmen • Gate Clerks 	hand held (H/H) device with a display screen, keyboard, hand grip, and cable connector; sends and receives data from the main computer by way of antenna
Lift machine Computer	<ul style="list-style-type: none"> • Crane Operators 	mounted onto the crane, has a keyboard and a display screen and sends and receives data by way of antenna; receives and enters lift data
Desktop PC	<ul style="list-style-type: none"> • SIMS Clerks • Load Planners • NS Managers 	desktop computer used to enter and receive information

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SIMS, Continued**Equipment dimensions**

SIMS includes equipment dimensions. If the equipment identification number is entered into SIMS and the equipment was previously entered into SIMS (either from AAR records or prior movement on NS), SIMS will automatically populate the equipment dimensions on the display screen. If the information is not in SIMS already, Ingate personnel must record equipment dimensions accurately.

These are the acceptable equipment dimension ranges.

Equipment	Dimensions (in feet and inches)
Height	<ul style="list-style-type: none"> Trailers: 12'6" or 13'6" Containers: 8'6" or 9'6"
Width:	<ul style="list-style-type: none"> All equipment: 96" or 102"
Length	<ul style="list-style-type: none"> Trailers: 28', 40', 45', 48', or 53' Containers: 20', 28', 40', 45', 48', or 53'

Discrepancies in dimensions

Discrepancies between the markings on the equipment and the information in SIMS should be referred to a supervisor.

Resources

The SIMS Procedural Manual provides more information on SIMS equipment and how to use it.

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Paperwork, Continued**Contractor/
Vendor
backup
documentation**

The Intermodal Employee who signs the "Certified Correct" line on Form 11018 (Request for Payment) is responsible for retaining a copy for backup documentation if there is no SIMS program to verify a specific invoice (such as lift count to verify excess lifts).

Before accepting a bill or invoice from a contractor or vendor, verify every transaction and ensure that the appropriate backup documentation is attached which details the work or services being billed. Appropriate backup documentation includes, but is not limited to, the following:

Type of Bill	Backup Documentation
Monthly invoice for excess lifts	Verification of the number of lifts claimed (verify via SIMS)
Draymen invoices	Paperwork supporting the services provided, such as postage receipts, interchange paperwork, etc.
Vendor invoices	Receipts for material, parts, supplies, etc.

Yard checks

Although the SIMS computer system updates the equipment inventory as ingate, outgate, and yard events occur, each Intermodal Terminal should make a physical yard check at least once a week, or as frequently as local conditions require. This physical yard check assists in correcting any errors or glitches in the computer system.

The employee(s) conducting the Yard check should transfer the updated information into SIMS using the hand-held device. The stored information is then printed out and distributed to those who need a copy of the information.

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Speed Limit Policy

Policy

All individuals driving on the Intermodal Terminal facility must obey posted speed limits. The speed limit on Intermodal facilities is 15 miles per hour (MPH), or less as conditions warrant, for all vehicles. Drivers must never exceed a speed that prevents stopping in less than one-half the range of vision.

Penalties for violating speed limits

The NS Director - Police has established the following penalties regarding those who violate speed limits:

- 1st violation - driver warned
- 2nd violation - driver warned and owner/company is notified
- 3rd violation - driver barred from property

Driving in a reckless manner

Violators driving in a reckless manner are dealt with in accordance with the second or third violation, depending on the severity of the recklessness.

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OSHA Inspections

Notification of OSHA request	Whenever a federal or state Occupational Safety and Health Administration (OSHA) inspector seeks to enter the premises of a NS railroad subsidiary for purposes of an inspection, the contractor or railroad Intermodal supervisor at the facility must immediately contact the Senior Assistant Vice President, Norfolk - Intermodal, Norfolk (telephone 757-533-4937, microwave 533-4937).
Coordination	<p>The Senior Assistant Vice President, Norfolk - Intermodal, Norfolk, or his designee, is responsible for:</p> <ul style="list-style-type: none"> • notifying the offices of the Executive Vice President - Operations and the Vice President - Law, and • coordinating any appropriate follow-up with the Intermodal supervisor.
Intermodal Terminal supervisor's responsibility	<p>When a federal or state OSHA inspector requests to enter the Intermodal Terminal facility to conduct an inspection, the Intermodal Terminal supervisor in charge should ask the inspector to:</p> <ul style="list-style-type: none"> • show appropriate credentials • indicate the properties he wishes to inspect, and • specify the reason for the inspection.
Approval to enter facility	<p>The Intermodal Terminal supervisor may give approval to enter an Intermodal Terminal facility to an OSHA inspector, whether a federal or state employee, when:</p> <ul style="list-style-type: none"> • the inspector is accompanied by a FRA inspector, or • the inspector has a Warrant for Entry issued by a federal or state court or magistrate, or • the inspector has an injunction from a federal or state court directing NS to admit the inspector, or • the Intermodal Supervisor has received prior verbal or written approval to admit the inspector from the office of the Vice President - Law.

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Outside Parties on Intermodal Property, Continued

Description of indemnity forms

The two indemnity agreement forms and when to use them are described below.

Form	Description
Permit and Indemnification Agreement (Form 11347-I)	Primarily for individuals, representing themselves or a company, who will be on the property for a brief period of time. Each individual visiting the property must sign the form. The one page form has two additional pages attached that explain the purpose of the form and provide instructions for completing the form.
Indemnification Agreement (Principal) and Right Of Entry (Form 11347-P)	To be signed by an appropriate officer of a company coming onto NS property to perform work under a purchase order or some other temporary agreement. The form is two pages, and includes two additional pages that explain the purpose of the form and provide instructions for completing the form.

Exceptions to the indemnity agreement policy

Exceptions to the Indemnity Agreement policy include:

- individuals only visiting the Intermodal Terminal office
- individuals who have little or no potential contact with hazards or railroad operations
- individuals coming onto the property because of prior contracts (prepared by Law, Materials Management, Contracts and Conveyancing, or Real Estate), and
- government officials, including police, fire and rescue personnel who are performing their duties.

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OSHA Inspections, Continued

Accident and illness records

The Intermodal Terminal supervisor should not allow OSHA inspectors access to employee accident and illness records and reports without the approval of the office of the Vice President - Law. Except for OSHA required records of employee exposure to lead and certain other substances, NS keeps the accident and illness records in accordance with FRA regulations, not OSHA.

These are the forms used for reporting accident and/or injuries:

Form Number	Name
1101	Intermodal Investigation Report
11131	Report of Employee Personal Injury/Illness/Incident
11131A	Report of Non-Employee Personal Injury/Illness/Incident
22	(on-site backup documentation for 11131 and 11131A)

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Contractor Applicant Background Investigation

Purpose	<p>Applicants for contractor employment at NS Intermodal Terminals are subject to a full background investigation in these areas:</p> <ul style="list-style-type: none">• prior employment history• medical qualifications• arrest record• drug/alcohol history, and• reference checks for the applicant's habits, ability, and character.
Who's responsible	<p>The contract supervisor forwards a copy of the signed waiver to the local NS Police and to the local railroad Intermodal Terminal supervisor when the applicant is hired.</p>
Waiver	<p>Prior to hiring, the applicant should sign an investigation waiver. A copy of the Waiver, suitable for copying, is provided at the end of this topic.</p>
Who's responsible	<p>The local NS Intermodal Supervisor should make sure that the local contractor manager is aware of the need to complete a background investigation on applicants. The contract manager must furnish the Supervisor with a copy of the "waiver" signed by the applicant prior to hiring.</p>

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Sexual Harassment

Policy

Sexually harassing conduct in the workplace by Norfolk Southern (NS) employees is prohibited. Employees whose behavior is in violation of this policy may be subject to disciplinary action up to and including dismissal. Sexual harassment can, under certain circumstances, pertain to conduct by non-NS employees such as customers, suppliers and contractors, as well as to on-the-property conduct by NS employees towards persons not employed by NS.

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Telephone Courtesy, Continued

Message guidelines

When you take a message, you should:

- write clearly so that the message can be read by others
- record the caller's name, company, date and time of call, and problem
- give the written message to the right person as quickly as possible, and
- call the customer to explain the delay and when to expect a response if there is going to be a delay in calling back with a response.

Complicated calls

Use the following information to determine what to do under different circumstances.

When the caller...	then...
has a problem that will take time to research	<ul style="list-style-type: none"> • take a message and give it to the employee who can solve the problem • check back later with the employee to make sure the problem was handled; if it wasn't, ask your supervisor for help in resolving the problem then contact the caller
must be placed on hold	<ul style="list-style-type: none"> • state that you will be right back with them then place them on hold • if you can't get the answer right away, ask if you (or the appropriate person) can call them back
needs to be transferred	<ul style="list-style-type: none"> • state the name of the person or department to whom you are transferring the call • stay on the line while you transfer it • introduce the caller, state the problem, then hang up
becomes abusive	<ul style="list-style-type: none"> • politely tell the caller you will transfer him/her to an NS Intermodal Terminal officer • stay on the line while you transfer the call • introduce the caller, state the problem, then hang up

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NS Intermodal Rules Circular, Continued

Contents (continued)

Section/Topics
Shipments <ul style="list-style-type: none"> • Shipments Requiring Permits, Bonds, or Escorts • Shipments Requiring Customs Inspection • Dunnage • Shipments on Pallets, Platforms, or Skids • Multiple Shipments • Transfer Service Shipments • Drayage • Marine Shipments • Oversize Shipments • Application of Rates for Specific Shipments
Shipping Instructions <ul style="list-style-type: none"> • Required Information • Notification • Rates • Requirements for Special Shipments • Predominant Commodity Information • Changes to Shipping Instructions • Electronic Data Interface (EDI)
Free Time and Storage <ul style="list-style-type: none"> • Free Time • Free Time Schedule • Standard Storage Charges • Exceptions to Standard Charges by Equipment Type • Florida East Coast Railway (FEC) South Florida Terminals • Detroit/Reserve International Terminal • Cleveland, OH Terminal • Atlanta, GA Terminal • Pacific Rail Services, LLC

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Seals

Policy

All loaded trailers or containers arriving at an Intermodal Terminal facility must be secured with a seal with a unique identification number. The seal number must be recorded and retained by the Intermodal Terminal.

Seal record book

Each Intermodal Terminal facility must maintain a Seal Record Book as a permanent record of each seal used. The information recorded in the Seal Record Book includes:

- date
 - seal number used
 - unit applied to, and
 - name of person applying seal.
-

Division Manager's responsibilities

The local Division Manager is responsible for:

- keeping the supply of seals maintained at the Intermodal Terminal facility and the Seal Record Book in a locked location, and
 - insuring that the seal record book is posted immediately after each incident.
-

Ingate inspection of seals

Loaded trailers or containers arriving at the Intermodal facility from the street must be sealed. Ingate inspection of seals must include:

- pull test to ensure that the seal is locked, and
 - entry of the seal, including prefix and suffix, into SIMS.
-

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Section 7: Outside Operations

Overview

Purpose

The purpose of this section is to provide information on Intermodal Terminal outside operations. Outside operations take place outside the Gate Office or other buildings and in the ingate/outgate areas, lots, the yard, and in the maintenance area.

Objectives

After reviewing the information in this section, you will be able to:

- match outside jobs with their primary responsibilities, and
- identify safety equipment required for each outside job.

In this section

These are the topics provided in this section:

Topic	See Page
Gate Operations	106
Hostlers	111
Groundmen	114
Machine Operators	117
Mechanics	122
Daily Crane Check Form	128
Monthly Service and Maintenance Inspection Form	129
Crane Parts Inventory	131
Intermodal Crane Failure/Maintenance Report	132

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Norfolk Southern Intermodal Operations Manual

Mechanical Inspectors

- inspect and maintain equipment

Equipment dimensions

Gate Clerks must record equipment dimensions accurately at the Ingate. If SIMS is used at the Ingate, it automatically populates the equipment dimensions number when the Gate Clerk enters the equipment identification if the equipment was previously entered into SIMS (either from AAR records or prior movement on NS).

Equipment	Dimensions (in feet and inches)
Height	<ul style="list-style-type: none"> • Trailers: 12'6" or 13'6" • Containers: 8'6" or 9'6"
Width:	<ul style="list-style-type: none"> • All equipment: 96" or 102"
Length	<ul style="list-style-type: none"> • Trailers: 28', 40', 45', 48', 53', or 57' • Containers: 20', 28', 40', 45', 48', 53', or 57'

Equipment damage

Ingate personnel are responsible for recording all equipment damage discovered during Ingate so that NS Mechanical is aware of the damage and can make necessary repairs, or take other action, before the equipment is loaded onto a rail car. Empty equipment accepted back must be clean and ready for immediate reloading. Contact your supervisor if in doubt about trailer condition before accepting it.

Trailers with minor damage, such as small cuts, glad hands, crank handles, etc. which has no effect on the trailer's structural integrity, may be accepted and repaired by NS Intermodal provided that:

- The customer or motor carrier, when contacted by Ingate Clerk, must agree to reimburse NS for repair costs
- Equipment is railroad owned or leased only, and
- Total repair cost is \$450.00 or less.

When these conditions are true, Ingate Clerk must immediately give Intermodal Maintenance a repair order listing the name and address of the party who accepted responsibility for the repair bill.

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Gate Operations, Continued

**Prohibited or
restricted
commodities**

Ingate personnel must determine the type of commodity being Ingated. Certain commodities are not accepted for TOFC/COFC movement or are accepted with specific restrictions. Restricted commodities include, but are not limited to:

- certain hazardous materials
- hazardous wastes
- radioactive materials
- municipal waste
- contaminating commodities
- coiled steel or aluminum
- scrap metals
- bulk metals
- bulk commodities
- fresh or frozen foods or meats, and
- high value articles.

Refer to NS Intermodal Rules Circular No. 1-A for the governing rules for specific commodities

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Hostlers

Purpose	This information provides the requirements and guidelines for Hostlers working at a NS Intermodal terminal.
Responsibilities	<p>It is the responsibility of the Hostler to:</p> <ul style="list-style-type: none">• move Intermodal equipment from the parking lot to the working tracks in the yard• take off-loaded Intermodal equipment from the yard area to the parking lots• report any incident of equipment damage or personal injury, and• comply with all loading, securement, and hitch-lock inspection rules.
Requirements	<p>Only qualified personnel are to perform Hostler duties. Hostlers must:</p> <ul style="list-style-type: none">• be certified as qualified before performing duties• have a valid drivers license, and• be certified as qualified to perform the duties of other personnel, such as Groundman, Machine Operator or Mechanic, before performing those duties. The operating rules pertaining to those duties will apply.
Safety equipment	<p>To ensure safety, all Hostlers are required to wear the following while working at the Intermodal Terminal:</p> <ul style="list-style-type: none">• proper footwear• safety glasses• a safety vest, or• a reflective belt or anklet.
Prohibited activities	<p>While working at an NS Intermodal terminal, there are some activities that are prohibited. Hostlers may not:</p> <ul style="list-style-type: none">• use or be under the influence of drugs or alcohol, and• use any device that may distract or impair his or her ability to give full attention to safety and performance, like headsets

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Hostlers, Continued

Yard tractor guidelines

Follow these guidelines when operating a yard tractor:

Yard tractor component	Guidelines
Fifth wheel	<ul style="list-style-type: none"> • bad-order any tractor with a malfunctioning fifth wheel lock • always raise the fifth wheel to height of equipment king-pin plate before backing under equipment • raise fifth wheels high enough to keep landing gear legs from touching the ground or any raised objects • take any tractor out of service when a fifth wheel fails: <ul style="list-style-type: none"> • to lock after following coupling instructions, or • during movement and causes equipment to fall off
King pin	<ul style="list-style-type: none"> • use force when backing into a king pin • after backing into a king pin, hook up air lines, set brakes and pull forward
Jaws	<ul style="list-style-type: none"> • do not attempt to couple tractor to equipment if the jaws of the fifth wheel have not been centered on the king pin • do not back under equipment with jaws in a locked position • do not depress jaw control release when equipment is in a raised position or when moving
Brakes and steering	<ul style="list-style-type: none"> • should never be operated with faulty brakes or steering
Fire extinguisher	<ul style="list-style-type: none"> • must be equipped with fire extinguishers
Warning devices	<ul style="list-style-type: none"> • headlights, a back-up warning signal, and a rotary beacon light in operation
Additional riders	<ul style="list-style-type: none"> • never allow anyone to ride outside of the tractor • never allow anyone to board the tractor while it is in motion
Motor	<ul style="list-style-type: none"> • turn off the gas engine while the tractor is being refueled • do not leave the tractor unattended while the motor is running

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Groundmen, Continued

Equipment guidelines

Follow these guidelines when working with equipment at a NS Intermodal terminal:

- blue flags or blue lights, switch locks or derails, must be in place before you begin to work on any track and must not be removed before work is completed
 - know that equipment, machines, or tools are in safe operating condition
 - keep clear of trailers, containers, and chassis when tractors are being coupled to them
 - keep walking and work areas alongside the track clear of debris
 - do not mount or dismount any moving equipment
 - do not ride in or on cranes, side loaders, or tractors unless authorized, and
 - remain clear of all moving equipment.
-

Power tool guidelines

Only qualified personnel are permitted to operate power tools. Follow these guidelines when working with power tools:

- use the tool only for its intended purpose and within the rated capacity of the tool
 - do not operate power tools without kick plates attached
 - properly ground power wrenches
 - lay down power wrenches when you are finished with them; do not drop them
 - do not raise or lower a power wrench to or from a car by the electrical cord
 - keep the head and body clear of the handle when using a power wrench on screw type wrenches
 - do not string electrical cords across tracks or cars, and
 - keep electrical cords clear of sharp obstacles.
-

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Machine Operators

Purpose	This section provides the requirements and guidelines for Machine Operators working at an NS Intermodal Terminal.
Responsibilities	<p>It is the responsibility of the Machine Operator to:</p> <ul style="list-style-type: none">• operate any type of lift equipment, including NS built cranes, side loaders, and chassis flippers• perform daily safety and maintenance inspections on lift equipment• keep walking and work areas clear of debris• ensure that proper fire extinguishers are available on each machine• report any incident of equipment damage or personal injury, and• comply with all loading, securement, and hitch-lock inspection rules.
Requirements	<p>Only qualified personnel are to perform Machine Operator duties. Machine Operators must:</p> <ul style="list-style-type: none">• be certified as qualified before performing duties• be certified as a qualified Groundman before being considered for Machine Operator training, and• be certified as qualified to perform the duties of other personnel, such as Groundman, Hostler or Mechanic, before performing those duties. The operating rules pertaining to those duties will apply.
Safety Equipment	<p>To ensure safety, all Machine Operators are required to wear the following while working at the Intermodal Terminal:</p> <ul style="list-style-type: none">• work boots• safety vest or reflective vest and anklets• safety glasses, and• hearing protection.

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Machine Operators, Continued

General guidelines

Follow these guidelines when working with NS Intermodal equipment:

- blue flags or blue lights, switch locks or derails must be in place before you work on any track and must not be removed until work is completed
- do not permit any person to mount the lift machinery or ride on the outside of the machinery while it is in operation
- do not permit any person to walk or drive under any equipment being suspended by lift equipment
- do not permit a Hostler to back or pull a tractor through crane legs
- do not permit any person to reach under suspended equipment to make adjustments
- do not operate an NS (southern)-built crane when wind speeds are more than 25 miles per hour, and
- be aware of all clearance and overhead obstruction restrictions.

Equipment parking requirements

Various lift machines are used in the yard of an Intermodal facility. These machines and their parking requirements are:

Machine	Parking requirements
NS (Southern) Crane	<ul style="list-style-type: none"> • Have legs resting almost on the ground and the carriage all the way toward the operator's cab. • Place wheels against track stops located at end of rails and insert a pin through two wheels, one each on opposite sides of the crane.
Mi-Jack Thoroughbred Crane	<ul style="list-style-type: none"> • Leave the carriage in the extreme raised position and legs folded up and traversed all the way toward the operator's cab. • The cable must be taut at all times.
LeTourneau Side Loader	<ul style="list-style-type: none"> • Park with spreader in the low position and legs lowered to approximately one foot from the ground. • Do not skip low idle when shutting down or starting up the machine. • Shut down by going from high idle to low idle; start up by going from low idle to high idle.
Taylor Side Loader	<ul style="list-style-type: none"> • Idle engine for a short time before turning off. • Place transmission and hydraulic controls in neutral. • Set the mechanical parking brake. • Lower the carriage completely and tilt back. • Turn the battery disconnect switch to OFF.

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Machine Operators, Continued

Loading and unloading guidelines

Follow these guidelines when loading or unloading equipment:

- observe the Groundman to ensure that he or she is not in any danger
- stop the machine immediately if the Groundman disappears from sight without prior understanding
- mount or dismount rail cars or any other equipment in a safe manner
- be aware of the Groundman location and intentions at all times
- move lifting arms and lift spreader assembly so that no part of the lift machinery is obstructing the track
- do not leave machinery while the engine is running
- do not operate the machinery at an unsafe speed
- determine that the route of intended movement is not obstructed before beginning the movement and have a clear line of vision during the movement
- all loads should be carried as low as safely possible. Loads being moved along the track with an NS (Southern) crane should never be more than 12 inches off the ground
- on side loader machines if load or carriage obstructs forward visibility, machine should be driven in reverse except when loading a car, and
- machine operator must keep lift machines that are used in the yard (side loaders, straddle cranes, etc.) in designated areas where the ground has been determined to be level and stable enough to handle high wheel bearing pressure. The carriage must be in a low position when traveling so that the center of gravity is lowered.

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Mechanics, Continued

Safety equipment

To ensure safety, all Mechanics are required to wear the following safety equipment while working at the Intermodal Terminal:

- protective footwear (steel toe, 6" or more in height to provide ankle support, a defined heel and soles which prevent slipping)
 - safety vest or reflective belt and anklets
 - hard hat
 - safety glasses
 - gloves, and
 - hearing protection.
-

Prohibited attire

Examples of clothing that should not be worn by Mechanics include:

- tennis or jogging shoes
 - sandals
 - boots with high heels
 - shorts, and
 - clothing which is oily, greasy, torn, loose or frayed.
-

Prohibited activities

While working at an NS Intermodal Terminal, there are some activities that are prohibited. Mechanics may not:

- use or be under the influence of drugs or alcohol, and
 - use any device that may distract or impair his or her ability to give full attention to safety and performance, like headsets.
-

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Mechanics, Continued**Lift machine maintenance**

For cranes other than NS (Southern) cranes, Mechanics follow manufacturer's recommended guidelines for daily inspection and periodic maintenance.

For all NS (Southern) cranes, Mechanics follow these guidelines:

Component	Must Be
fire extinguisher boxes and/or covers	painted red and are marked "Fire Extinguisher"
all electrical outlets	waterproof and have covers.
all connections	tight
protective covers	in place at all times over the engine
all bolts	are in place and tight
all poor surface or cross-level track defects (cause twisted frames, excessive strain on bolts and welds, wearing of wheel flanges, and other problems)	reported promptly to local Intermodal supervisor
hydraulic oil level	properly maintained to prevent serious damage to oil pumps.
maintenance service	serviced at 50 and 250 hours of engine time and then every 250 afterward
preventative maintenance	performed monthly or not to exceed every 50 hours of engine time
modifications to the crane or installation of makeshift items	authorized by the NS Assistant Vice President, Intermodal Operations
replace parts	like kind to the original part.
checklists (copies): monthly inspection forms and monthly crane parts inventory	retained by the NS Supervisor or at the facility where the crane is located

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Mechanics, Continued

Reporting account bad orders

Mechanics are responsible for reporting and handling bad orders for cars which are damaged or have load shifts that are discovered at Intermodal facilities. Procedures for mechanics and other individuals are explained under "Bad Ordered Cars and Load Shifts" in the "Equipment" section of this Operations Manual.

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MONTHLY SERVICE AND MAINTENANCE INSPECTION FORM

Page 1 of 2

Facility _____ Crane I.D. _____ Date _____

WRITTEN REPORT MUST BE RETAINED AT FACILITY

Items to check and correct while servicing cranes. Must be performed once a month or whenever crane is serviced. Furnish a copy to local NS Intermodal supervisor.

1. Change oil and filter.
2. Change fuel filters.
3. Clean hydraulic oil filters.
4. Check smoke control filter.
5. Check engine for oil leaks and knocks.
6. Check all belts for wear.
7. Check air compressor - oil and clean filter.
8. Check radiator for leaks, water, anti-freeze (Detroit engines).
9. Grease completely..
10. Check cables and sheaves for wear (grease).
11. Make visual check of all bolts, fasteners, or rivets for looseness.
12. Check all cylinders, valves, gear boxes, hydraulic lines for leaks and deterioration.
13. Check feet pins. Check for any worn, cracked or distorted parts such as pins, bearings, shafts, gears, rollers, locking and clamping devices.
14. Check wheel axles and flanges.
15. Service clutch bearings.
16. Check motor generator.
17. Check Onan generator.
18. Check electrical system, replace bulbs where needed. Check electrical apparatus for signs of pitting or any deterioration of controller contacts, limit switches and push button stations.
19. Check and adjust pressure on leg cylinders.

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Norfolk Southern Intermodal Operations Manual

CRANE PARTS INVENTORY

Page 1 of 1

LOCATION _____ DATE _____

<u>PART NAME</u>	<u>ON HAND GOOD</u>	<u>ON HAND BAD</u>	<u>AT SHOP</u>
Kick-out Cylinder	_____	_____	_____
Spreader Cylinder	_____	_____	_____
Leg Cylinder	_____	_____	_____
Carriage Cylinder	_____	_____	_____
Telescopic Cylinder	_____	_____	_____
Air Compressor	_____	_____	_____
Drive Wheel	_____	_____	_____
Idler Wheel	_____	_____	_____
Commercial Motor	_____	_____	_____
Cleveland Reducer	_____	_____	_____
Pump 2 Bank	_____	_____	_____
Pump 3 Bank	_____	_____	_____
Onan Generator	_____	_____	_____
Hand Valve	_____	_____	_____
Travel Valve	_____	_____	_____
Cluster Valve	_____	_____	_____
Cable	_____	_____	_____
Sprocket	_____	_____	_____
Motor Oil Drum	_____	_____	_____
Hydraulic Oil Drum	_____	_____	_____
Feet	_____	_____	_____
Legs	_____	_____	_____
Fuel or Hydr. Tank	_____	_____	_____

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Section 8: Equipment

Overview

Purpose

The purpose of this section is to provide guidelines and information about standard equipment used at Intermodal Terminals.

Objectives

After reviewing the information in this section, you will be able to:

- describe the three types of basic equipment used to move shipments
- determine how to handle equipment properly
- contact the correct NS department for assistance when you need help, and
- list the NS crane loading and unloading procedure steps.

In this section

These are the topics provided in this section.

Topic	See Page
Types of Equipment	134
Empty Equipment Guidelines	136
Chassis Guidelines	138
Use of Intermodal Trailers by NS Departments	139
Agreements with Equipment Leasing Companies	140
Use of Equipment by Water Carriers	142
Railcar Utilization	143
Tracing Lost or Stolen Equipment	144
Bad Ordered Cars and Load Shifts	148
NS Crane Operating Guidelines	150

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Types of Equipment, Continued

Chassis

A chassis is a rigid frame which has the following permanently attached equipment:

- wheels
- dolly legs, and
- a king pin.

A container may be attached to a chassis with container-to-chassis securement devices so it can be moved, or for the purpose of changing a container from COFC to TOFC mode (with wheels.)

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Empty Equipment Guidelines, Continued

Ordering equipment

Contact Equipment Control to order needed equipment. Follow these guidelines to order equipment efficiently:

- be as specific possible: state the number of car/trailers, per type needed, as well as (if possible) the date the equipment is needed
- place orders as far in advance as possible to provide Equipment Control with the opportunity to fill the order, and
- call Equipment Control as soon as possible if additional equipment is needed or an order has been cancelled.

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Use of Intermodal Trailers by NS Departments

Policy

Norfolk Southern departments requesting the use of Intermodal trailers for temporary use may only use NS equipment. NS departments should never be provided foreign or leased equipment unless there is an emergency, such as derailment or other disaster.

Who to contact

All requests by other NS departments for temporary use of NS Intermodal trailers must be made through the Intermodal Maintenance Department. In case of an emergency, the local railroad Intermodal supervisor must be contacted prior to releasing Intermodal equipment to another NS department. This policy applies to retired equipment also.

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Agreements with Equipment Leasing Companies, Continued**Leased
equipment
handling**

Intermodal Terminals should follow these guidelines when handling leased equipment:

Situation	Guideline
equipment status	make sure that the current status of each piece of leased equipment in the computer at all times
owner requests relocation	owner may relocate any of its empty equipment on relief to any NS terminal as long as Plan III charges are tendered for the movement; use charges do not apply during relocation
NS relocation of leased equipment	NS may relocate an owner's empty equipment on relief to another terminal with the approval of Equipment Control
owner pickup of equipment	with prior approval from Equipment Control, an owner may pickup any equipment on relief from an NS terminal: <ul style="list-style-type: none"> • proof of approval given by Equipment Control and proper receipt for the equipment pickup must be provided to the local supervisor at the time of pickup • cost of drayage from the railroad to the owner's destination is the owner's responsibility

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Railcar Utilization

Purpose	This information provides railcar utilization policies and guidelines for handling cars at an Intermodal Terminal.
CRLE and SOU 157000 – 157879 cars	Every effort should be made to load the CRLE and SOU 157000 – 157879 cars off-line and to avoid manifesting these cars to an on-line point. There are times, however, when it is necessary to manifest the car supply to handle priority loads. In those situations, consult the local railroad Intermodal supervisor before loading the cars.
Foreign stack cars	All foreign stack cars, when not needed for immediate loading, must be billed home empty. Call Equipment Control, Norfolk if you need assistance in home routing a foreign stack car.
Foreign stack cars per diem	Empty foreign stack cars are not to be released to the yard without proper billing. The daily per diem rate on most foreign stack cars is between \$80.00 and \$100.00 a day.
Trailer Train cars under directives	Cars out-shopped and billed off-line by Trailer Train must move as “billed” for NS to collect switching and mileage charges and to avoid a fine for violating a Trailer Train directive. Do not appropriate cars moving on Trailer Train directives unless you obtain approval from Equipment Control.
Trailer Train waybill policy	Always obtain a copy of the waybill(s) to demonstrate the car was available for use to avoid situations where cars were properly billed and moved (according to Trailer Train directives), but were erroneously placed at the Intermodal facility and then loaded. Contact Equipment Control, Norfolk if a copy of the waybill is not available and a copy cannot be obtained from the Agent.
Trailer Train cars for non-Intermodal moves	Per Supplement 25 of the Form A Car Contract, railroads may not use Trailer Train cars to transport equipment other than trailers and/or containers without written permission from the Trailer Train Company. In addition, Intermodal facilities cannot loan cars to other departments. Refuse any requests for TTX cars. Notify Equipment Control, Norfolk of the request and proceed accordingly.

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Tracing Lost or Stolen Equipment, Continued**AAR inquiry procedure (continued)**

Step	Action
5.	Review the computer message display to confirm that the inquiry has been sent
6.	Print the AAR reply when it is displayed on screen, place it in the file being built for each unit being traced.

Equipment tracing procedure

If equipment hasn't been returned within 14 days after pickup, the Intermodal Supervisor designates a person to trace the equipment. Follow these steps to trace lost or stolen equipment:

Step	Action
1	Call the motor carrier, customer, or drayman who picked up the equipment to inquire about the status of the equipment.
2	Document the telephone conversation, including: <ul style="list-style-type: none"> • the name of the company called • the name(s) of the individual called • the date of the call, and • the name of the person making the call.
3	Complete the AAR Inquiry procedure (above.)
4	Make a follow-up call and complete another AAR record if the equipment is not returned within seven days of the initial trace call.
5	Turn over the trace file to the NS Intermodal supervisor if the equipment still has not been returned.

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Norfolk Southern Intermodal Operations Manual

Tracing Lost or Stolen Equipment, Continued**Director-
Intermodal
procedure**

The Director-Intermodal follows these steps to secure return of the equipment.

Step	Action						
1	<p>Write or telephone involved parties no later than 60 days following the pickup, allowing 14 days for the party to reply or return the equipment.</p> <table border="1"> <tr> <th>If the equipment is ...</th><th>then...</th></tr> <tr> <td>returned</td><td>notate record appropriately and stop</td></tr> <tr> <td>not returned</td><td>go to step 2</td></tr> </table>	If the equipment is ...	then...	returned	notate record appropriately and stop	not returned	go to step 2
If the equipment is ...	then...						
returned	notate record appropriately and stop						
not returned	go to step 2						
2	<p>Run another AAR report and forward copies of the file to:</p> <ul style="list-style-type: none"> • NS Director Police, requesting a police investigation, and • Manager Intermodal Maintenance, requesting depreciated value (DV), License tag #, make, model, serial # 						
3	<p>Forward copies of the letter to:</p> <ul style="list-style-type: none"> • Director of Customer and Car Accounting • Internal Audit • Manager of Collections • Intermodal Division Manager, and • Market Manager-Intermodal. 						

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Bad Ordered Cars and Load Shifts, Continued

Load inspections and adjustments

Intermodal personnel must:

- open equipment doors so that lading condition and blocking/bracing can be inspected when requested by Freight Claims, and/or
- advise Freight Claims if the load is unsatisfactory for safe movement, either on rail or on the Intermodal property; Freight Claims is responsible for arranging for the lading to be adjusted or transferred to another unit.

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Crane Operating Guidelines

Purpose	This information provides the procedure for loading and unloading equipment at an NS Intermodal terminal using a crane.
Definition of equipment	"Equipment" in this procedure refers to basic moving equipment such trailers, containers, and chassis used at an Intermodal terminal.
Who's responsible	Certified Machine Operators and Machine Operator Trainees are responsible for following the crane guidelines and procedures for loading and unloading equipment.
Guidelines	<p>Follow these guidelines when loading and unloading equipment:</p> <ul style="list-style-type: none"> • before lifting containers with chassis, visually inspect to see that all chassis to container locks are properly secured • do not make more than one move at a time with the crane • do not make a fast, abrupt start or stop on any crane movement • visually check to make sure that movement will be clear of all obstructions before beginning • leave a two inch clearance between the landing gear leg and floor of the car • do not load a defective hitch • do not leave a crane unattended while it is running or suspended over the working track • on rail-mounted cranes, return carriage to the drive track when loading/unloading is not in progress • crane engine, center sill, and cab must be free of oil, trash, flammable materials, loose tools or any items that create an unsafe environment • kingpin must be free of the car hitch before lifting • all parts of the equipment must clear all parts of the car before moving the equipment across, to, or from the car • do not move rail cars with the crane • all hitches must be unlocked prior to lifting equipment • do not slide equipment tandems with the crane • do not talk to or break the concentration of the Machine Operator while he/she is operating a crane

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Crane Operating Guidelines, Continued

Procedure Follow these steps to load equipment with a NS Crane:

Step	Action						
1	Move the 102" spreader to the open position.						
2	Visually check to make sure the tractor has uncoupled and moved into the clear before proceeding.						
3	Move the crane over equipment with legs in the open position: <ul style="list-style-type: none"> • until the legs are clear of the upper corners of the equipment • the crane feet are positioned above the bottom rail, tires and landing gear shaft, and • legs are positioned to grab the center of the equipment . 						
4	Lower the crane legs to a point where the feet are below the bottom rail of the equipment.						
5	Activate 102" spreader to the neutral position and raise the single lever until there is 6' to 8" between foot and bottom rail, then stop.						
6	Activate each individual leg lever, one at a time, until each foot is snug under the equipment. Raise the legs toward the front of the equipment and move the equipment upward, one foot and stop.						
7	Determine the appropriate action to take next by visually inspecting the unit being loaded: <table border="1"> <thead> <tr> <th>If...</th><th>then...</th></tr> </thead> <tbody> <tr> <td>the weight is not distributed evenly</td><td> <ul style="list-style-type: none"> • adjust the lift point of the equipment to balance the load </td></tr> <tr> <td>the equipment is not level</td><td> <ul style="list-style-type: none"> • activate the individual lever(s) that adjust the equipment to a level position • visually check each foot to ensure it is fully under the equipment, and • raise landing gear legs allowing a minimum of 2" clearance between the shoes and floor of loaded cars/risers </td></tr> </tbody> </table>	If...	then...	the weight is not distributed evenly	<ul style="list-style-type: none"> • adjust the lift point of the equipment to balance the load 	the equipment is not level	<ul style="list-style-type: none"> • activate the individual lever(s) that adjust the equipment to a level position • visually check each foot to ensure it is fully under the equipment, and • raise landing gear legs allowing a minimum of 2" clearance between the shoes and floor of loaded cars/risers
If...	then...						
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Crane Operating Guidelines, Continued

Procedure (continued)

Step	Action		
10	Lock the king pin into place:		
	automatic hitch	loading	<ol style="list-style-type: none"> 1. move the equipment to the rear with the forward/reverse lever with sufficient force to lock into place 2. apply power in the opposite direction against the locking jaws. If the equipment moves forward, again move the equipment to the rear with the forward/reverse lever with sufficient force to lock into place 3. if the equipment still does not lock into the hitch, bad order the car if the equipment moves forward
		unloading	<ul style="list-style-type: none"> • raise the equipment to relieve the weight pressure off of the hitch plate and to clear the wheels to 1" off the floor • move the equipment forward slightly to a point where the kingpin is clear of the hitch lock
	screw type hitch	loading	<ul style="list-style-type: none"> • slide the equipment forward until the front of the kingpin is against the face of the fifth wheel
		unloading	<ul style="list-style-type: none"> • raise the equipment to relieve the weight pressure off of the hitch plate and to clear the wheel to 1" off the floor • move the equipment to the rear and allow the king pin to clear the hitch lock

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Section 9: Shipping

Overview

Purpose

The purpose of this section is to provide shipping information and guidelines to NS Intermodal employees.

Objectives

This document section will enable you to correctly:

- describe Manifest Waybilling guidelines
- explain procedures to process Certificates of Trailer Interchange, and
- describe certification guidelines for shipping papers.

In this section These are the topics provided in this section.

Topic	See Page
Manifest Waybilling	158
Certificate of Trailer Interchange	159
Shipping Papers	160

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Certificate of Trailer Interchange

Purpose

The purpose of the Certificate of Trailer Interchange is to enable a shipper or motor carrier who has picked up a trailer from one railroad and then delivered that trailer to another railroad to advise both railroads of the trailer relocation and the dates of pickup and delivery.

Certificate distribution

All Certificates of Trailer Interchange (often called Form 3200) should be mailed or delivered to the Intermodal facility by the customer. Occasionally, certificates are mailed in error to the Agency or other Intermodal offices; the receiver should forward it to the appropriate local intermodal facility.

Processing the Certificate

Follow these steps to process a certificate:

Step	Action								
1	Was the certificate received by mail? <ul style="list-style-type: none"> • if yes, attach the envelope to the form and go to step 2 • if no, go to step 2 								
2	Sign and date all copies the certificate to acknowledge receipt								
3	Determine the appropriate action to take: <table border="1"> <thead> <tr> <th>If the certificate was...</th><th>then...</th></tr> </thead> <tbody> <tr> <td>received by mail</td><td>forward the certificate to the Intermodal Facility</td></tr> <tr> <td>hand delivered</td><td>ensure the delivery person's name and company is written on the certificate</td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	If the certificate was...	then...	received by mail	forward the certificate to the Intermodal Facility	hand delivered	ensure the delivery person's name and company is written on the certificate		
If the certificate was...	then...								
received by mail	forward the certificate to the Intermodal Facility								
hand delivered	ensure the delivery person's name and company is written on the certificate								
4	Enter the certificate information into the SIMS computer system.								

Other certificate formats

Many railroads, customers, and motor carriers have developed their own Certificate of Trailer Interchange. It is acceptable to use these other formats as long as they provide the appropriate information to update the equipment status and to assess penalties for equipment misuse.

Shipping Papers, Continued

NS as
intermediate
or final
carrier

If NS is the intermediate or final rail carrier, no certificate is required on the through movement rail waybill since the origin rail carrier has received a certified shipping paper from the original shipper.

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Contractor Safety Program

Policy

NS service contracts require that Intermodal Terminal contractors comply with all:

- applicable federal, state, and local laws, ordinances, and regulations,
- safety-related laws, ordinances, and regulations applicable to the contract work, and
- industry standards for processes and procedures or NS processes and procedures when they are more restrictive than industry standards; contractor must use AAR (Industry) forms for reporting information, however, to insure all information is uniform.

Contractor Safety Program responsibilities

NS recommends that contractors establish and maintain a contractor safety program that includes the elements discussed in this section. By doing so, contractors can assist NS to promote consistency in safety operations among the various Intermodal contractors and at the different facility locations.

Who's Responsible	For What
NS	general recommendations for a safety program (in this section)
Intermodal Terminal Managers	furnishes contractors with a copy of this manual and all related materials that are considered part of this manual (see document Overview for listing of materials)
Contract Managers	structuring a safety program to ensure contract employees are: <ul style="list-style-type: none"> • properly trained in work procedures and safety guidelines • comply with NS safety guidelines

Safety program components

NS recommends that Contractor Safety Programs include:

- safety performance goals and evaluations
- training, and
- on-going communications.

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Contractor Safety Policy and Goals

Safety policy	The contractor must be committed to the principle that safety is good business. No one should be exposed to unnecessary hazards and risks. No property should be subjected to damage as a result of unsafe actions.
Contract employee responsibility	Responsibility for safety cannot be transferred or delegated to a single individual. Each employee is held personally accountable for his/her actions on the job.
Contract supervisor responsibility	<p>The contract manager/supervisor must consistently reinforce safety performance by setting a good example for contract employees and establish safety performance goals that are:</p> <ul style="list-style-type: none"> • clearly stated and communicated to all contract personnel • realistic • measurable, and • related to a specific timeframe.
Safety performance goals	<p>The contractor supervisor must institute safety performance goals which include:</p> <ul style="list-style-type: none"> • past performance • number of lost-time injuries • medical attention injuries • total days lost due to injury • total days restricted activity due to injury • equipment and/or lading damage, and • facility (property) damage. <p>The contractor coordinates with the employees to ensure that goals are clearly identified, realistic, measurable, and related to a specific time frame. All employees must be notified of the safety performance goals. Results of actual safety performance should be publicized and continually updated in relation to the goals so that the employees know the progress that has been made towards achieving the goals.</p>

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Hearing Safety Requirements

Policy	NS requires that all contractor employees adhere to the OSHA regulation issued in August 1984 (The Hearing Conservation Amendment) to protect hearing.
Hearing protection	The contractor manager is responsible for insuring that all machine operators are provided with ear plugs or muffs and that they are worn appropriately.
Annual hearing test	The contractor must provide annual audiogram for all machine operators.
Prohibited activities	The use of headsets, or any other devices that may distract or impair an employee's ability to give full attention to safety or the performance of required duties are prohibited on Intermodal facilities. The contractor manager is responsible for ensuring that contract employees understand this policy and adhere to it.

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Safety Communication

Policy

Contractor supervisors are responsible for maintaining frequent communication with contract employees that reinforces and promotes safety work practices and procedures including:

- "selling" safety through demonstrating his/her commitment to safety via personal work habits and verbal encouragement of employees to use safe work habits
- posting safety information
- establishing a safety committee
- conducting monthly safety meetings, and
- monthly employee personal contact.

Safety information

Contract supervisors should use a variety of tools to promote the safety message including using the following types of information tools:

- posters
- slogans and banners
- films
- video
- slides
- safety competitions, and
- posted safety measurements.

Safety committee

Contractors at each Intermodal Terminal should establish a safety committee consisting of both contractor employees and supervisors. The safety committee should actively:

- inspire and encourage employee to participate actively in programs, and
- support programs such as: safety inspections and audits, safety training programs, safety performance evaluations, and safety goal setting.

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Safety Communication, Continued

Monthly employee personal contact

Each contractor supervisor is responsible for initiating a minimum of one personal recorded safety contact with each employee. The contact should be:

- individual or small group meetings (the monthly safety meeting does not meet this requirement)
- positive reinforcement of safe work practices
- an opportunity for the supervisor to check employee understanding of safe work practices, and
- emphasize the supervisor's concern for the health, welfare, and safety of each employee.

The supervisor should prepare for the monthly contact meeting by identifying and delivering a pertinent message about one or more safe work procedure and the benefits of compliance. The supervisor should be accomplished in the procedure and be able to explain it clearly and encourage employee(s) to ask questions about it. In order to verify employee understanding, the supervisor could ask open ended questions. When an employee must answer with more than a "yes" or "no" response, the supervisor has a chance to hear if the message was understood properly.

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Safety Enforcement

Who's responsible

- Each contractor employee is held personally accountable for working safely, regardless of job position. The Intermodal Terminal managers and contract managers are responsible for enforcing safety at Intermodal facilities.

Policy

Contractor is responsible for the following safety enforcement activities:

- The top-level contractor manager will conduct regular safety audits to measure high loss rates and deteriorating performance trends. Refer to the Safety Audit guidelines in this section for additional information.
- Local NS Intermodal supervisor must conduct regular safety audits of both NS and Contractor work performance and adherence to safety practices. A copy of the completed audits must be shared with the local contractor manager to insure that rules violations and unsafe practices by contractor employees have been handled for correction (confirmed by follow up audits.) Audits should be made on NS Audit form 6800, and on AAR Intermodal Securement Safety Audit Form (Figure 1.) Refer to the Safety Audit guidelines in this section for additional information.
- Safety discipline will be applied to individuals, regardless of job position, when
 - a safety infraction, careless act or improper procedure occurs, regardless of whether an accident resulted. On-the-spot action to recognize and correct the behavior is appropriate.
 - an employee fails to maintain satisfactory safety performance, despite training and on-the-job counseling about safety

Avoid harassment

When disciplining employees, contractor avoid actions which appear to be employee harassment. Employee harassment discredits the integrity of the safety program, and will not be tolerated.

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NS Intermodal Operations Training Policy

Training policy	All railway employees and/or contractors responsible for InGate inspection, conventional and stacks loading and securement, and pre-departure hitch inspections to be qualified to perform all appropriate functions. This qualification helps ensure the protection of lives and property through a safe, effective Intermodal transportation system.
Qualification	Qualification should be obtained through a combination of completing appropriate training and hands-on experience. Any employee or contractor not qualified to perform these functions should not be permitted to perform them.
On-the-job training	On-the-job training is not acceptable as the ONLY form of training.
Division manager responsibilities	<p>The NS division manager is responsible for ensuring that all appropriate railway employees and contractors are adequately trained to perform their duties. The division manager should:</p> <ul style="list-style-type: none">• ensure that all employees receive (or have access to) all the pertinent training resources• maintain a written record to include:<ul style="list-style-type: none">• name of railroad employee• intermodal location• date materials were received and/or made available to the employee• location of the <i>AAR Inspection For Locked Position</i> poster• maintain a master list of the specific safety-related duties that each railway employee is qualified to perform.
Contract supervisor responsibility	The contract supervisor is responsible for obtaining copies of the training resources and carrying out the NS training policy. The contractor supervisor must also maintain a master list of the specific safety-related duties that each contractor employee is qualified to perform. Contractors are encouraged, but not required, to incorporate any of these training resources into their training programs at Intermodal facilities for which they have contractual responsibility.

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Appendix A

Intermodal Terminal Operations Manual Change Request Form

Instructions

Follow these steps to request a change to the Intermodal Terminal Operations Manual:

- Xerox this form and return the original to this manual
- complete the needed information on Xerox copy
- ask your supervisor to sign his/her approval of the change request, and
- fax the form to the Intermodal Terminal Operations Training Manager at 757-533-4945.

Requestor Identification and Approval

Your Name	Intermodal Terminal/	Supervisor's Approval

Area of Change

Release date (footer of manual)	Section Name and Number	Topic

Details

Page	Label	Description

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Norfolk Southern Intermodal Operations Manual

Term	Definition
FRA	Federal Railroad Administration
Gross Cargo Weight	Total weight of lading (cargo), including blocking, bracing, and pallets.
Hazardous Commodities	Materials as defined by the DOT in the Code of Federal Regulations (49 CFR) as hazardous materials, hazardous wastes, and hazardous substances.
In Bond	Goods held at destination by carrier from whom goods can be taken only upon payment of taxes/duties to the appropriate government agency.
International	Shipments with a prior or subsequent water move.
Norfolk Southern (NS)	Any rail carrier subsidiary of Norfolk Southern Corporation and Consolidated Subsidiaries, which provides transportation service for a particular shipment, or such subsidiaries as the context requires. NS also means Norfolk Southern Corporation acting as agent for pertinent Norfolk Southern rail carrier subsidiaries.
Norfolk Southern Holidays	<p>The following holidays will be observed:</p> <ul style="list-style-type: none"> • New Year's Day • President's Day • Good Friday • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • Friday after Thanksgiving • Christmas Eve • Christmas Day • New Year's Eve <p>If any one of the preceding holidays occurs on a Sunday, the following Monday will be considered a holiday.</p>
Notification	The action that NS takes to tell the customer that the shipment/equipment has arrived at the terminal and it is ready to be picked up. Notification may be done via telephone, fax or electronic data interchange.
Notify Party	Person identified on the billing to be notified on shipment availability (typically the shipper, receiver, beneficial owner, motor carrier or their agents, employees or contractors).
NS Carrier	Any direct or indirect carrier subsidiary of Norfolk Southern.
NSPQ	Norfolk Southern Pricing Quote.
Offer	The standing offer of all NS carriers to transport trailers and containers in accordance with the terms and conditions of this circular, at rates furnished to a contracting party by an authorized rate representative of Norfolk Southern, or specified in a writing signed by the Rail Services Buyer and an NS carrier. The offer extends to services provided by NS carriers as destination, origin, or intermediate carrier for shipments originating and/or terminating on carriers other than NS carriers, but does not include any provision of such other carriers' offers or contracts.
Person	Includes, but not limited to, individuals, sole proprietors, partnerships, corporations, associations, cooperatives, trusts and other entities.

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Norfolk Southern Intermodal Operations Manual

Term	Definition
UFC	Uniform Freight Classification, which classifies freight by category.
UIIA	Uniform Intermodal Interchange Agreement
UN/NA	The designator for hazardous materials.
Uniform Bill of Lading	A form of the bill of lading prescribed by the Surface Transportation Board.
Vehicle	A vehicle is a railroad-owned or -controlled, or a privately owned or controlled trailer, container (with or without chassis), flat rack (with or without chassis,) tank container (with or without chassis), or chassis.

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